

Terms and Conditions (personal accounts)

General Terms and Conditions

Current Account, Instant Access Savings Account and All-in-One Fixed Term Deposit Account

Gold Premier and Gold Student Account

Student Prime Account

Wealth Management Account

Effective from 27 October 2014

Bank of China (UK) Limited

From UK: 0845 51 95566

From overseas: +44 20 7282 8926

www.bankofchina.com/uk



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Registered in England Number 6193060
Registered Office: 1 Lothbury, London EC2R 7DB

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General Terms and Conditions

Your agreement with us consists of these General Terms and Conditions ('General Terms') and any Additional Conditions (the General Terms and the Additional Conditions are together the 'Terms') that apply to any product/service that you have and which are described in the Terms.

Additional Conditions include the following, as applicable to your product/service: (1) the Current Account, Instant Access Savings Account, All-in-One Fixed Term Deposit Account Terms and Conditions (the 'Current Account, Instant Access Savings Account, All-in-One Fixed Term Deposit Terms'); (2) the Gold Premier and Gold Student Account Terms and Conditions (the 'Gold Premier and Gold Student Terms'); (3) the Student Prime Account Terms and Conditions (the 'Student Prime Terms'); and (4) the Wealth Management Account Terms and Conditions (the 'Wealth Management Terms'). You will be given a Tariff of Banking Charges (personal accounts) ('Tariff') when you take out your product/service with us, and you can also find details of interest rates and charges by telephoning us or by asking staff in our branches.

If any Additional Conditions contradict the General Terms, then the Additional Conditions will apply.

Please read the Terms and keep them in a safe place. They contain important information about your account(s) with us, any debit card issued for use on the account and represent the terms of the contract between you and Bank of China (UK) Limited, which will remain in place whilst you continue to have a relationship with the Bank. You can ask for a copy of the Terms at any time.

1. Contact information

Product	From the UK	From overseas	Email addresses
Current, Instant Access Savings, All-in-One Fixed Term Deposit and Student Prime accounts	0845 51 95566	+44 20 7282 8926	service.uk@bankofchina.com
Gold Premier, Gold Student and Wealth Management accounts	0845 074 4066	+44 20 7022 2020	gold@mail.notes.bank-of-china.com
Debit card	020 7282 8763	+44 20 7282 8763	cardcentre.uk@mail.notes.bank-of-china.com

2. Interpretation

'We', 'Us', 'Our', 'BOC' and the 'Bank' means Bank of China (UK) Limited, which includes Banking Department and our branches: London Chinatown Branch, Birmingham Branch, Glasgow Branch and Manchester Branch (each a 'Branch').

'You' and 'your' means any person, persons, sole trader, partnership, incorporated company, trust or charity in whose name the account is opened.

'Account' means the account held in your name(s).

'Business Day' means a day, not being a Saturday, Sunday, or a Public Holiday, on which banks are open for business in London.

'Card' means any card we provide for use on the account.

'Card transaction' means any payment made or cash withdrawn by you using the card.

'Cooling off period' refers to the first fourteen (14) days from the date an account is opened, within which you can cancel your account without penalty.

'DPA' means the Data Protection Act 1998

'Payment instrument' means any personalised device or personalised set of procedures agreed between you and us, used by you in order to initiate a payment order.

'Payment order' means any instruction by a payer or payee to their respective bank requesting the execution of a payment transaction.

'Payment services' means placing or withdrawing cash to/from an account, executing certain types of transactions from a bank account, including when the account is covered by a credit line, issuing payment instruments or acquiring payment transactions, and money remittances.

'Payment transaction' means an act, initiated by the payer or payee, of placing, transferring or withdrawing funds, irrespective of any underlying obligations between the payer and payee.

'Personal Information' means any personal data as defined in the DPA, including, but not limited to, any such data which consists of a name, address, e-mail address, date of birth, gender, identification numbers, income, employment, assets, liabilities, source of funds, payment records, personal references, investment objectives, financial plans, credit reports and other financially-related information as well as information relating to habits, personality, travel or movement details, lifestyle, leisure activities, qualifications and employment history.

'PIN' means the personal identification number you use with the card.

'Transaction' means any payments made for goods or services or cash advance obtained by the use of the Card, Card details or PIN.

3. General

- 3.1. Money in your account will be held by the Bank as banker and not as trustee (or in Scotland as agent).

4. Security procedure

- 4.1. You must keep your security details secret.
- 4.2. If you suspect someone knows your security details you must contact us immediately. If you fail to do so, you will be liable for any unauthorised transactions on your account confirmed by use of the security details.
- 4.3. You must take all reasonable precautions to prevent the fraudulent use of your security details in any way which may result in them becoming known to another person.
- 4.4. Provided you have kept your security details secret, you will not be liable where an unauthorised transaction is carried out on your account using your security details and you subsequently show it was not authorised by you.

5. Your cheque book

- 5.1. You must take care of your cheque book, and inform us immediately if your cheque book is lost, stolen or misused and confirm this in writing. The cheque book remains our property at all times and we may at any time withdraw it with two months notice under normal circumstances or immediately in the event of misuse.
- 5.2. When you write a cheque, you must take all reasonable precautions to guard against forgery.
- 5.3. If we receive a cheque which is more than six (6) months old, we may, but do not have to, pay it.
- 5.4. You must not issue cheques that are dated in the future ('post-dated'). If you do issue such cheques and they are presented for payment before the date on the cheque, we may pay the cheque or return it unpaid and we will not be liable to you.

6. Debit cards

- 6.1. **Loss or misuse of your Great Wall International Debit Card:** If the card is lost, stolen or misused, or you suspect that someone knows the PIN, you must telephone us immediately on 020 7282 8763 (if calling from overseas, please dial +44 20 7282 8763) and then send written confirmation as soon as possible to Bank of China (UK) Limited, Card Centre, 1 Lothbury, London EC2R 7DB.
- 6.2. You may apply for a debit card on certain accounts for personal use only (and not for any business or commercial use), if you are aged eighteen (18) years or over and resident in the UK. Your application will be assessed and if you are issued with a debit card, you must:
- sign the card in permanent black ink when you receive it.
 - keep the card secure at all times and do not allow any other person to use it.
 - on receiving the PIN advice slip memorise the PIN and then immediately destroy the PIN advice slip.
 - never record the PIN in any way which could be understood by someone else.
 - never disclose your PIN to anyone, including Bank staff.
 - not keep your cheque books and cards together.
- 6.3. You must not use the card before or after the period it is valid for or after you received notice that we have cancelled or withdrawn the card.
- 6.4. You must only use the card when there are sufficient cleared funds in your account to cover the payment, or the amount of the card transaction is covered by an overdraft agreement.
- 6.5. If we ask, you must return the card to us immediately (cut in half through the signature box and magnetic stripe, and if you have a chip card ensure the chip is cut in half). We, or anyone acting for us, may keep the card at any time. For example, we may withdraw a card and instruct any third party to keep hold of it if you try to use it.

Joint accounts

- 6.6. If the account is joint, both parties are entitled to apply for a debit card.

Using the card (card transactions)

- 6.7. The card may be used along with the PIN to obtain cash at any time, up to the daily limit for the card, from any cash-dispensing machine which will accept the card.
- 6.8. We will advise you of the daily cash withdrawal limit for the card (this may include the value of other card transactions carried out at cash dispensing machines, details of which will be advised to you from time to time) and may adjust it from time to time.
- 6.9. The card may be used to settle any purchase from retailers or suppliers of services who display the Visa logo on your debit card or any other logo which we notify to you.
- 6.10. For interest calculation purposes, card transactions, including withdrawals of cash carried out using the card, will be deducted from your account as soon as we receive them, which is normally on the same day the card transaction is carried out or on the next Business Day.
- 6.11. On each Business Day, any available funds in the account will be used to pay any card transaction notified to us since the previous Business Day in priority to paying any other debit from the account.

- 6.12. When you use the card for a card transaction in a currency other than sterling, we will convert the amount into sterling at Visa/Bank of China exchange rate on the day of the transaction being cleared by relevant channels.
- 6.13. For card transactions abroad, there are additional fees. Please refer to our latest Tariff for further information.
- 6.14. You will have to pay all amounts charged to the account, even when the details on the sales voucher are wrong or where no sales voucher is signed, if it is clear that you have authorised the card transaction.
- 6.15. If the account is in joint names, although each of you may have your own card, each of you is fully responsible for all card transactions carried out by any card issued for use on the account.
- 6.16. The card may not be accepted by some gambling establishments, such as casinos or licensed betting shops and online cash transaction.
- 6.17. While we will make reasonable efforts to provide our card services at all times, we will not be liable for any failure to provide them for any cause that is beyond our reasonable control. This includes, in particular, any suspension of our card services resulting from maintenance and upgrades to our systems or the systems of any party used to provide our card services, other disruptions to our systems, outages, faults and delays.

Authorising payments with card

- 6.18. A retailer or supplier of services may ask us for authorisation before accepting payment by card. We may decide not to give authorisation and suspend use of the card if:
- the card has been reported as lost, stolen or misused; or
 - we suspect it is lost, stolen, misused or being used fraudulently; or
 - you have broken these Terms; or
 - taking account of all other card transactions we have authorised, including those not yet charged to the account, there are insufficient cleared funds available in the account.
- 6.19. Once you have carried out a card transaction you cannot ask us to stop/cancel that transaction.
- 6.20. The card is not a cheque guarantee card and cannot be used to guarantee any cheques drawn on the account.

Liability

- 6.21. If your card is lost, stolen or misused, or you suspect that someone else knows the PIN, you must carry out the instructions set out in condition 6.1.
- 6.22. You will be liable for card transactions on your account:
- if you have authorised the transaction.
 - if the card is misused before you tell us of its loss or theft or that someone else knows the PIN. You will only have to pay up to £50 for any misuse, unless you have acted fraudulently or without reasonable care.
 - if the card is misused by someone who has it with your permission you will have to pay for all card transactions carried out with the card by that person.
- 6.23. You will not be liable for card transactions on your account:
- if someone carries out a fraudulent card transaction using your card details on the internet, by telephone or mail order.
 - if your card is misused before you have received it.
- 6.24. Once we receive notice of the loss, theft or possible misuse of your card, we will cancel the card. If the card is then found you must not use it. Return it to us immediately (cut in half through the signature box and magnetic stripe, and if you have a chip card ensure the chip is cut in half).
- 6.25. If you do not recognise a card transaction that appears on your statement, we can provide you with more details and we may need you to provide us with confirmation and/or evidence that you or an authorised cardholder did not carry out the card transaction.
- 6.26. If you dispute that you or an authorised cardholder carried out a card transaction or cash withdrawal on the account, then you will need to assist us and the police with any investigations.
- 6.27. We will not be liable if any party refuses to let you carry out a card transaction or withdraw cash with the card or declines authorisation for a card transaction.

Giving out information

- 6.28. You authorise us to give any appropriate third party any relevant information:
- in connection with the loss, theft or possible misuse of the card or PIN, or
 - in order to meet our obligations as a member of the Visa card schemes.

Ending your right to use the card

- 6.29. If we consider it appropriate we may suspend, withdraw or restrict the use of a card and PIN at any time. We will tell you before we take this action, or as soon as possible afterwards. If your use of the account is ended or restricted, including us instructing you not to make any further withdrawals on the account, you will not be entitled to use the card.
- 6.30. You may end your use of the card at any time by giving us fifteen (15) Business Days notice in writing and returning the card or cards to us immediately (cut in half through the signature box and magnetic stripe, and if you have a chip card ensure the chip is cut in half). You must settle your card transactions and any amounts outstanding on the card after the use of card ended. You must stop using your card as soon as you have given the notice.

7. Borrowing

- 7.1. You must always keep your account in credit unless we have agreed terms of an overdraft facility with you.

- 7.2. You can apply for an overdraft facility on certain types of accounts if you are aged eighteen (18) years or over.
- 7.3. If we grant you an overdraft facility we will tell you the limit that has been approved and the debit interest and charges that are applicable.
- 7.4. We can change the limit of the overdraft facility or ask you to repay your overdraft in full at any time. If you have not exceeded your overdraft limit, we will, where possible, give you at least thirty (30) days notice that you are required to repay your overdraft facility in full.
- 7.5. We reserve the right to change the debit interest rate applied to your overdraft facility at any time.
- 7.6. If we have not agreed an overdraft facility with you, or you exceed any agreed overdraft facility limit, we may refuse to honour payment instructions given by you. However, if we do honour such instructions, interest at our rates for unauthorised overdrafts will apply (as per our latest Tariff) and you must immediately pay sufficient money into your account to correct the unauthorised position.
- 7.7. If at any time your account is overdrawn, we may demand immediate repayment of any money owing to us. If a foreign currency account held by you is overdrawn, you agree to be responsible for any exchange rate risks and any other costs incurred in making repayment in accordance with our requirements or the requirements of any central bank or government authority.
- 7.8. We are authorised by you to transfer funds from any other account(s) you may hold with us, to pay off or reduce an overdrawn balance on your account at our discretion.
- 7.9. We will consider cases of financial difficulty sympathetically and positively. If you find yourself in financial difficulty, you should advise us as soon as possible and we will do all we can to help. You can also get help and advice from various debt-counselling organisations. We will tell you where you can get free financial advice and, if you want us to, we can work with these debt-counselling organisations with you.

8. Set off

- 8.1. If any money you owe the Bank (for example on a loan, mortgage or credit card) is overdue for payment, we may use any money you have in any other account (including, where appropriate, a multi-currency account) with us to reduce or repay the amount owing. This is called right of set off. We can set off between sole accounts in your name and from a sole account in credit to a joint account on which money is owed.
- 8.2. If we have to exercise right of set off because funds are overdue, on the first occasion we do so we will remind you of this right fourteen (14) days beforehand and we may also remind you on subsequent occasions depending on the period of time which has elapsed since we last reminded you.
- 8.3. We will also always tell you afterwards the date and amount set off.
- 8.4. If you consider that the Bank should not have set off, because the funds are needed for ordinary living expenses, please contact us straightaway.

9. Closing or suspending access to your account

- 9.1. If within fourteen (14) days of opening any account you are dissatisfied with the account you have chosen to apply for, you can close the account and we will return your money along with any credit interest earned or, with the Bank's approval, you may switch to a different type of account offered by the Bank. No additional charges will be incurred for doing this.
- 9.2. You may close your account at any time. Before you close an account with us, you must:
 - give us a minimum fifteen (15) Business Days notice, in writing or verbally (with written confirmation to follow), and
 - settle all cheques, card transactions and any amounts outstanding on the account, and
 - return all cheque books (cut in half) and debit card(s) to us (cut in half through the signature box and magnetic stripe, and if you have a chip card ensure the chip is cut in half).
- 9.3. The closure of Instant Access Savings Accounts or All-in-One Fixed Term Deposit Accounts is subject to specific conditions mentioned in clauses 35 and 36 respectively of these Terms.
- 9.4. The closure of an All-in-One Fixed Term Deposit before maturity is subject to a fee as outlined in our Tariff and mentioned in clause 36.4 of these Terms. This fee does not apply during the Cooling off period.
- 9.5. We can close your account if it has remained inactive for six (6) months and after we have given you at least two (2) months' notice.
- 9.6. We can close or suspend access to your account, or ask you to close it, without giving any reason. We will normally give you two (2) months' notice unless there are exceptional circumstances, in which case we may close or suspend access to it, or ask you to close it, immediately. Exceptional circumstances include:
 - You have given us false information at any time.
 - We believe you or someone else is using the account illegally or for criminal activity.
 - You have been asked to repay money you owe us and have not done so.
 - Your behaviour is such that we do not wish to deal with you.
 - Your account has become overdrawn without authorisation.
 - Your account is conducted poorly through repeated unauthorised overdrafts.
 - We are required to do so by law.
- 9.7. In these circumstances you must settle all cheques, debit card transactions and any amounts outstanding on the account and return all cheque books (cut in half) and debit card(s) to us (cut in half through the signature box and magnetic stripe, and if you have a chip card ensure the chip is cut in half).

Interest, exchange rates and charges

10. Interest

- 10.1. When you open an account with us we will advise you of the interest rates applicable to the account. The reference interest rates used for sterling and euro can be found on the Bank of England and European Central Bank websites, www.bankofengland.co.uk and www.ecb.europa.eu respectively.
- 10.2. Interest will be calculated on a daily basis on the cleared balance of your account and will be applied at the times and rates applicable to the type of account you have.
- 10.3. Changes in interest rates will take immediate effect and will be notified to you with your monthly statements.

11. Exchange rates

- 11.1. When you request us to carry out a currency conversion we will provide you with the exchange rate which is used as the basis to calculate the currency exchange. Please note that this rate can on some occasions fluctuate considerably during the course of a day.

12. Bank charges

- 12.1. When you become our customer, we will give you our latest Tariff which details any charges that may apply for the day-to-day running of your account and, if appropriate, any card.
- 12.2. Fixed fees and charges will be debited from your account in accordance with our latest Tariff at the time the relevant service is provided to you.
- 12.3. If you request a service for which the fee is not detailed within our Tariff, we will let you know the charge for this service before, or when, we provide the service to you, or upon your request.
- 12.4. We reserve the right to amend our fees and charges from time to time and details will be sent to you before any changes take effect.
- 12.5. Please refer to clause 36.4 regarding the fee charged and interest loss if an All-in-One Fixed Term Deposit is closed before maturity.

Payments

13. Consent

- 13.1. We will treat an instruction in writing, verified by your signature, or a payment card transaction covered by your PIN as consent for the execution of your payment order.
- 13.2. We do not accept verbal payment instructions. However, at our sole discretion, we may agree to accept instructions by facsimile transmission (fax), subject to the prior signature and return of a suitable Fax Instructions Authority.
- 13.3. We do not accept instructions sent by email since messages sent over the internet cannot be guaranteed to be secure as they are subject to possible interception, loss and/or alteration. We cannot, therefore, be held liable by you or anyone else for any damage or loss suffered in connection with any message sent by you to us, or any message sent by us to you, over the internet.
- 13.4. We can make payments from your account providing:
 - we have received suitable instructions from you, and
 - there are sufficient cleared funds in your account to cover the payment, or the amount due is covered by an overdraft agreement, and
 - where appropriate, sufficient notice of withdrawal for the type of account has been given to us.
- 13.5. If more than one cheque is presented to us on the same day and you do not have sufficient funds in your account to enable us to honour all such items, we may choose which of the items to honour irrespective of the date of issue of each item.
- 13.6. Cash withdrawals in excess of £1,000 will require at least twenty-four (24) hours prior notice. Withdrawals of cash in foreign currency are subject to availability.
- 13.7. You may instruct us in writing or verbally (with written confirmation to follow) to stop the payment of a cheque, standing order or other item, for which a charge will apply, providing:
 - the amount has not yet been taken out of your account, and
 - we have not already told the beneficiary or their bank that payment will be made, and
 - we have received the written stop instruction prior to presentation of the instrument, and
 - you have not used a card to guarantee payment of a cheque.
- 13.8. You cannot cancel cash or debit card transactions after they have been authorised by you.
- 13.9. We may stop the payment of a cheque, standing order or other item if we suspect it is unauthorised or fraudulent and, where permitted, will give you our reasons for doing so as soon as practicable. We will unblock the payment instrument as soon as practicable after the reasons for blocking cease to apply.
- 13.10. We shall not be liable for any delay in processing a payment into your account or from your account if such delay has been caused by checks carried out as part of our payment monitoring.

14. Receipt of payment orders

- 14.1. The point in time of receipt of a payment order, from which the execution time requirements below are calculated, will generally be the time at which the payment order is received (whether directly or indirectly) by us. The exceptions are as follows:
 - That time is not on a Business Day for us in respect of the particular payment service concerned, in which case the payment order is deemed to have been received on the following Business Day.

- We have set a time towards the end of the Business Day after which any payment order received will be deemed to have been received on the following Business Day.
- If you have agreed with us that the payment order will be executed: (a) on a specific day in the future, or (b) at the end of a certain period, or (c) on the day when you provide the required funds to us - in this case, the agreed date (or, if it is not a Business Day for us, the next Business Day) will be deemed to be the time of receipt.

15. Refusal or delay of payment orders

- 15.1. We may refuse to execute, or delay, a payment order into or out of your account(s) if these Terms have not been met or execution would be unlawful; unless it is unlawful to do so we will notify you of this refusal. This notification will, if possible, include the reasons for the refusal and, where appropriate, what you need to do to correct any errors that led to the refusal. The notification, for which a charge may apply, will be provided at the earliest opportunity.

16. Liability

- 16.1. A unique identifier is the key information we will use to route your payment to the correct destination and payee. For UK bank payments in sterling, this is likely to be the sort code number and account number of the payee's account. For international payments it will be the BIC and IBAN of the payee. As long as we process the payment transaction in accordance with the unique identifier you have given us, we will not be liable under the non-execution or defective execution provisions (see below) for incorrect execution if the unique identifier provided is incorrect. We will make reasonable efforts to recover the funds involved even where we are not liable, but we may make a charge for any such recovery.
- 16.2. You must notify us in writing in the event of our non-execution or inaccurate execution of your payment transaction (including debit card transactions and direct debits) as soon as you become aware of it. This notification must be no later than thirteen (13) months after the debit date in order for you to be entitled to have the error corrected (no such limit will apply where you have not received this information). We are responsible for correcting the situation without delay and, where appropriate, refunding any charges made or interest applied.
- 16.3. This liability will not apply where it is due to abnormal and unforeseen circumstances beyond our control or where the consequences would have been unavoidable despite all efforts to the contrary or where it is due to our obligations under other provisions of European Community or national law.

17. Unauthorised transactions

- 17.1. You must read your statements carefully on receipt and review your online account regularly.
- 17.2. To help us prevent fraud, you must tell us immediately by calling us if you do not recognise any transaction shown on your statement or if you think any payment you have authorised has been executed incorrectly. If you do not tell us promptly (at the latest within thirteen (13) months of the date the transaction was deducted from your account), you may not be entitled to any errors corrected.
- 17.3. You may be entitled to a refund in circumstances where a transaction has been initiated by or through you (for example, Card Transactions), where the exact amount of the transaction was not specified at the point of authorisation (for example, a card authorisation for a hired car or hotel room). If the amount of the transaction exceeds the amount you could reasonably have expected in all the circumstances, you are entitled to a refund of a monetary amount representing the difference between the amount charged and the amount that you could reasonably have expected to be charged. Those circumstances include your previous spending pattern, but do not include fluctuations in the reference exchange rate. If you have given your consent direct to us and, if applicable, details of the amount of the Transaction have been provided or made available to you at least four (4) weeks prior to the debit date; you will not have the right to a refund. To obtain refunds set out under this condition you must make your request to us within eight (8) weeks of the debit date.
- 17.4. On receipt of a claim for refund as set out in clause 17.2 or 17.3 above, we may investigate before giving you a refund. Any investigation will be carried out as quickly as possible in the circumstances and unless we can show that the transaction was authorised by you or that any of the circumstances under 17.7 arise, we will immediately refund the amount deducted and return your account to the position it would have been in if the unauthorised payment had not taken place. We may request additional information from you, if we have reasonable grounds for checking the circumstances of the payment.
- 17.5. If you query a payment as set out in clause 17.3 more than eight (8) weeks after the debit date or a payment made outside the EEA, we are not obliged by law to make a refund, but we will advise you if we can help or suggest other steps you could take.
- 17.6. If we later become aware of evidence that shows we are not responsible for the transaction, we will recover an amount equal to the refund from your account.
- 17.7. You will be responsible for all losses if information is received to suggest that you have: a) acted fraudulently, b) given a third party authorisation, c) deemed to have been grossly negligent with your Card or PIN, or d) you intentionally or with gross negligence failed to notify us in accordance with clause 4 and 6.1 of the loss or theft of any Card, PIN or other security or personalised details.

Execution time and value date

18. Application

The execution time and value dating requirements in conditions 19, 20.2 and 22 apply to all:

- payment transactions in Euros or other EU member state currencies;
- national payment transactions in sterling; and
- payment transactions involving only one currency conversion between sterling and euro where the currency conversion is carried out in the UK and, for a cross-border transfer (that is, a payment transaction where the payer's and the payee's banks are located in different EU member states), the transfer is denominated in euro.

But they do not apply to any other payment transactions.

19. Payments into your account other than cheques and cash

- 19.1. You may make a deposit into your account, for example by direct bank transfer, bank draft, postal order or other valid instrument payable to you. In certain circumstances, we may refuse to accept a payment into your account and if this is the case we will notify you accordingly.
- 19.2. Payments made into your account will be credited to your account on the day we receive the funds.
- 19.3. All payment providers in the UK or European Economic Area (EEA) should ensure that payments to you arrive in your account with us at latest by the end of the Business Day following the Business Day on which they were sent. Where a payment transaction does not fall within clause 18 but is to be executed wholly within the EEA it will be credited to your account on the day we receive the funds. The funds will usually be received no later than the fourth Business Day following the time the payer's bank processed the payment.
- 19.4. In order for us to credit your account on the day we receive the funds, all payments made in to your account via Faster Payments, BACS, CHAPS or telegraphic transfer (SWIFT) must include the account name and account number that they are destined for, otherwise they may be returned to the payer bank.

20. Cheques paid into your account

- 20.1. Although cheques or other items may appear on your account on the date they are paid in we may not receive the money immediately. Unless we agree otherwise, you cannot transfer or withdraw funds until those funds have cleared.
- 20.2. If you pay into your account a sterling cheque drawn on a bank in the UK before 2pm on a Business Day, it will normally take at least five (5) Business Days for the cheque to clear. You should, therefore, allow five (5) Business Days after the cheque has been paid in if you wish to withdraw the money from your account. Interest will be earned from the fourth Business Day, subject to your account being in credit. You should also be aware that, in certain circumstances, cheques can still be returned unpaid after this date, in which case we will withdraw the amount originally credited to your account and advise you of this in writing.

Day Cheque Paid In (before 2:00 pm GMT)	Day Interest Earned	Day Funds Available (the following week)
Monday	Thursday	Monday
Tuesday	Friday	Tuesday
Wednesday	Monday	Wednesday
Thursday	Tuesday	Thursday
Friday	Wednesday	Friday

- 20.3. If you pay a cheque drawn in a foreign currency, or in sterling drawn on a non-UK bank account, into your account it may take longer to credit your account and we will charge you a fee for negotiating or collecting the cheque. Please apply to us for further details if required.
- 20.4. Cheques paid in to your account must be payable to the account name they are destined for. Cheques made payable to Bank of China or Bank of China (UK) Limited will not be accepted.

21. Cash paid into your account

- 21.1. If you pay cash into your account at the Banking Department or any of our Branches in the same currency as that account, it will reach your account on the same day. If it is in another currency it will be value dated no later than the end of the Business Day after the receipt of the funds.
- 21.2. If you pay cash into your account at another bank in the UK, it will normally reach your account on the third Business Day after it is paid in.
- 21.3. Where a discrepancy in a cash deposit is discovered after the funds have been credited (for example, forged notes, or the cash has been miscounted) corrections can be made and we will inform you of any adjustments.

22. Payments from your account other than cheques and cash

- 22.1. Subject to clause 18, if you make payment orders, other than cheques, from your account(s) with us to another payee the maximum time after receipt of your payment order by which the funds will have been received by the payee's bank, will be in accordance with the times set out below.
- 22.2. If a sterling payment is made from your account via CHAPS, it will be credited to the payee's bank on the day we receive your payment order, if the instruction is received before 12 noon. If later it will be credited on the next Business Day.
- 22.3. Standing orders and electronic payments within the UK and European Economic Area (EEA) will normally arrive in the payee's account within one (1) Business Day and at latest by the end of the following Business Day. Payments to countries outside the EEA are likely to take longer.

23. Value date and availability of funds

- 23.1. Subject to clauses 18 and 20, the value date of a credit to your payment account will be no later than the Business Day on which the payment transaction was credited to our account. This is the Business Day on which we are deemed to have received the funds, following which they will be immediately available to you. Similarly, debit transactions will not be value dated before the date on which the amount of the debit was debited to your account.

Information

24. Correspondence and statements

- 24.1. We will send you statements in the English language, on a regular basis showing any transactions on your account unless there have been no transactions on the account since the last regular statement date. Some statements may be issued in both English and Chinese language versions. You must examine these statements and tell us as soon as possible if something appears to be wrong so that we can resolve the matter quickly and properly.
- 24.2. You may request additional statements from us at any time, but we reserve the right to make a reasonable charge to supply them.
- 24.3. If you have a joint account, we will write to the address of the customer whose name appears first in our records unless otherwise requested, in writing, by the appropriate authorised signatory(ies) of the account.
- 24.4. You must notify us in writing immediately if you change your name or address. If you do not, you will be responsible for any costs we may incur in locating you or your new address. You should ensure that the arrangements for receiving mail at your address are safe.
- 24.5. All notices, consents, statements and communications sent to you will be deemed to have been received on the day of delivery if delivered by hand, within three (3) days after posting if sent to an address in the UK or ten (10) days after posting if sent to any address outside the UK.
- 24.6. If your company name and/or its reportable address changes, you must notify us immediately. We will require evidence satisfactory to us of any change of name. Unless and until we receive written notification of your change of address, any communication will be considered effective if sent by us to your previous address.

General

25. Data protection and confidentiality

- 25.1. When you apply for an account or other services with us, you authorise us to use your Personal Information for to open that account, provide those services and for other purposes set out in these Terms, in each case in accordance with the Data Protection Act 1998.
- 25.2. You agree that we may collect, use and process your Personal Information to:
- enable us to assist you select and apply for and, where applicable, evaluate your application for any account, product or service;
 - provide you with selected accounts, products and services;
 - contact you about the accounts, products and services provided to you;
 - open, operate and collect on your account(s);
 - verify your identity;
 - seek references or make searches with credit reference agencies about you as necessary for the accounts, products and services you apply for or are provided to you;
 - meet any legal or regulatory requirement; and
 - carry out internal audit (including security), statistical, and record keeping activities.
- 25.3. Personal Information will be held by Bank of China (UK) Limited as data controller.
- 25.4. We will not disclose the Personal Information we hold about you except:
- to third parties and members of the Bank of China (BOC) Group in connection with the provision of accounts, products and services to you;
 - to members of the BOC Group for the purpose of providing us with various IT and other administration services supporting our business and, where appropriate, to fraud prevention, law enforcement and credit reference agencies, to prevent crime, verify your identity and recover debt;
 - where we, or third parties or members of the BOC Group processing Personal Information on our behalf, are required to do so by law, regulation or legal proceedings;
 - where we, or other members of the BOC Group, are required by legislation or by agreement with tax authorities to report certain information about you and your relationship with us, including information about your accounts to the tax authorities in the UK or directly to the tax authorities in other countries (such as the USA);
 - where there is a change (or prospective change) in the ownership of any BOC Group company or their respective businesses, to the new or prospective owners;
 - where we are seeking to recover sums owed to us or members of the BOC Group;
 - where our legitimate interests require such disclosure; or
 - where you have consented to the disclosure.
- 25.5. We may seek references or make searches with credit reference agencies about you, including searches of the Electoral Register, to assist with processing any application you make for any account, product or service. These credit reference agencies will record details of the searches on you, whether or not the account is opened and may include scoring methods. The information held on you by the credit reference agencies may be used by the Bank and other companies for purposes of identification verification, credit decisions, debt recovery and the prevention of money laundering and fraud.
- 25.6. We may pass or request your Personal Information and information about the conduct of your account to/from licensed credit reference agencies or similar bodies in order to make credit decisions. These agencies will retain a record that a search has been made whether or not credit is subsequently granted.
- 25.7. We may pass your Personal Information and other information about how you conduct your account, including your account balance, credit limit and any arrears to licensed credit reference agencies or similar bodies who may make this information available to other companies for credit decision purposes.
- 25.8. You may obtain a list of the credit reference agencies that we use by contacting us.

- 25.9. We may disclose your Personal Information and other information on undisputed personal debts in default, where no satisfactory proposals for repayment have been received following formal demand, to credit reference agencies and similar bodies inside and outside the EEA. Where we acquire a legal right to sell mortgaged or charged property, this information may also be disclosed to such agencies.
- 25.10. Personal Information that we hold about you may be transferred to, and stored at, a location outside the European Economic Area (EEA), including, in particular the People's Republic of China. It may also be processed by staff operating outside the EEA (in particular in the People's Republic of China) who work for us or other BOC Group companies and/or third parties processing Personal Information on our behalf or on BOC Group members' behalf. If the Personal Information is transferred outside the EEA we will make this transfer in accordance with the DPA.
- 25.11. We may share, analyse and use your Personal Information to give you information (including promotions) about accounts, products and services provided by the BOC Group that may interest you. If you do not want us to contact you about such products and services, please notify us.
- 25.12. We may use any contact details you have provided to us, including your postal address, telephone number(s) (including your mobile telephone number) and email address to contact you for service related reasons. As such you must ensure that the contact details you provide are accurate and that you notify us promptly of any changes. Communications may contain confidential information and if you allow anyone else access to them, for example to your email or mobile telephone, they may be able to view such information.
- 25.13. Under the DPA, you may request in writing to see any Personal Information we hold on you, whether held electronically or on paper. Furthermore, you have the right to be told where the Personal Information about you is being processed, to be given descriptions of the data and its recipient(s), and to have the data supplied to you in an intelligible form. We may charge you for this service as permitted by the DPA.
- 25.14. To ensure that we carry out your instructions accurately, to help us to continually improve our service and in the interests of security, we may monitor and/or record your telephone calls, e-messages, emails and other internet communications with us, as permitted by law. Any such recordings remain our sole property. You should be aware that we cannot guarantee the privacy or confidentiality of any information or instructions using these communication services.
- 25.15. We will keep your Personal Information for as long as it is necessary to fulfil the purposes for which it was collected or authorised by you, or to the extent permitted or required by law.
- 25.16. The Bank is committed to protecting your Personal Information. Therefore we will only use your Personal Information as set out in these Terms. If you do not agree with the Terms we will not be able to provide you with our services.

26. Transfer and/or assignment

- 26.1. We may assign all or any of our rights in relation to your account. We may also transfer all or any of our obligations but only to someone we reasonably consider capable of performing them. You may not transfer or assign any of your rights or obligations in relation to your account without our prior written consent.

27. Changes to Terms and Conditions

- 27.1. We may change, remove, vary or add to any of these Terms at any time and we may change, suspend or withdraw any of the services, facilities or benefits made available to you in connection with your account, by giving you two (2) months' notice in writing. You will be deemed to have accepted the changes unless you notify us before the proposed date of the change. Alternatively you have the right to terminate the contract immediately and without charge before that date.

28. UK taxation

- 28.1. If you are an individual resident in the UK, interest on your deposits will be paid, in accordance with current legislation, with income tax deducted. If you fall within an exempt category you may be able to receive your interest gross, without income tax deducted and we will need to have an appropriate declaration signed by you on file.
- 28.2. If you are an individual not resident in the UK, you may receive interest gross provided you have completed a valid declaration of non-residency and we are satisfied that the deposit is a non-resident deposit in accordance with current legislation. We are under no obligation to ensure that your account(s) maintain(s) exempt status.
- 28.3. Should we be required to pay tax on any interest that we have paid you gross, you must repay such amounts immediately on demand.

29. How to complain

- 29.1. We are committed to providing the best possible service and resolving any complaints you may have as soon as we possibly can. We hope that together we can reach a satisfactory conclusion to any concerns you have.
- 29.2. If you have a complaint, please talk to one of our staff either in your branch or by email or over the phone. All our branch contact details are on our website. If the complaint cannot be resolved within two (2) Business Days we will acknowledge it and make every effort to resolve it as quickly as we can. If your complaint is particularly complex, it may take longer to resolve, but we will keep you informed of progress. You may also make a complaint in writing to our Complaints Section, Personal Banking Department at Bank of China (UK) Limited, 1 Lothbury, London EC2R 7DB, who will work with your branch to resolve your complaint.
- 29.3. We will aim to send our written final response to you within eight (8) weeks of your original complaint, or a letter advising why we haven't completed our investigations and when we expect to provide a resolution.
- 29.4. We hope that we will be able to resolve your concerns, but if you are still dissatisfied after receiving our final response Letter, or we haven't sent you a written final response letter within eight (8) weeks from the date you originally complained, you have the right to refer your complaint to the Financial Ombudsman Service.

29.5. If you want the Financial Ombudsman Service to look into your complaint, you must contact it within six (6) months of the date of our final response letter: the address is Financial Ombudsman Service, Exchange Tower, London, E14 9SR. Telephone: From the UK: 0800 023 4567 or from overseas: +44 20 7964 0500. Email: complaint.info@financial-ombudsman.org.uk. Further helpful information can be obtained from visiting the Financial Ombudsman Service website: www.financial-ombudsman.org.uk

30. Financial Services Compensation Scheme

- 30.1. We are 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.
- 30.2. 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 the eligible depositor's accounts with the bank, including their share of any joint account, and not to each separate account.
- 30.3. For further information about compensation provided by FSCS (including the amounts covered and eligibility to claim), please ask at your local branch or refer to the FSCS website www.fscs.org.uk

31. Other terms

- 31.1. No failure or delay in enforcing any of these Terms will affect any right or our rights to do so.
- 31.2. You agree to indemnify us and hold us harmless against all and any losses, costs and expenses we may incur or be liable for as a result of any suspicion, allegation or report of money laundering arising in connection with your account(s).
- 31.3. We shall not be liable to you for any loss, damage or delay caused in whole or in part by the action of any government or government agency, industrial action (whether involving our staff or not), equipment failure or interruption of power supply, or anything beyond our reasonable control.
- 31.4. These Terms are governed by English law and subject to the non-exclusive jurisdiction of the English courts.
- 31.5. These Terms are construed by the English version and we will not be held responsible for any misunderstanding that may be caused by the Chinese translation.

Current Account, Instant Access Savings Account and All-in-One Fixed Term Deposit Account

These Current Account, Instant Access Savings Account and All-in-One Fixed Term Deposit Account Terms apply to our current accounts, instant access savings accounts and fixed term deposit accounts, including joint accounts and accounts which you are authorised by the account holder to operate. Conditions 35 and 36 of these Terms contain specific conditions, which apply to Instant Savings Accounts and All-in-One Fixed Term Deposit Accounts respectively.

The Current Account, Instant Access Savings Account and All-in-One Fixed Term Deposit Terms apply in addition to our General Terms. Where these Current Account, Instant Access Savings Account and All-in-One Fixed Term Deposit Terms differ from our General Terms, these terms will apply.

32. Accounts

- 32.1. Accounts may be in sterling or in such foreign currencies as we may approve.
- 32.2. Credit interest paid on a foreign currency account, whether or not held outside the UK, may be subject to a deduction of withholding tax under the laws of a jurisdiction other than the UK and this may vary from time to time.

33. Joint accounts

- 33.1. Up to four (4) people may open a joint account and, where an account is held in joint names, the holders of such an account will, unless otherwise agreed with us in writing, be jointly and severally liable to us for the due observance and performance of all Terms and obligations relating to the account including, without limitation, the due and punctual payment of any amount(s) owing to us.
- 33.2. All written instructions must be given in accordance with the account mandate.
- 33.3. If any cards are issued on a joint account, then each of you is authorised to operate the account on your own.
- 33.4. If we are notified of a dispute between the holders of a joint account, we reserve the right to ask for future instructions to be signed by all parties. We may also cancel debit cards and access to Internet Banking to prevent any one party from carrying out transactions without the authority of the other party(ies).
- 33.5. In the event that one or more account holder(s) die(s), the account will continue in the name(s) of the surviving party(ies).

34. Minimum credit balance

- 34.1. The minimum credit balances required to open an account are listed in the following table:

Account Type	Amount
Current Account	£50 (US\$100, EUR100, HK\$1,000)
Instant Access Savings Account	£50 (US\$100, EUR100, HK\$1,000)
All-in-One Fixed Term Deposit Account	
Personal Account	£2,000 (US\$3,500, EUR3,500, HK\$20,000)
Business Account	£5,000 (US\$8,000, EUR8,000, HK\$50,000)

Minimum balance for All-in-One Fixed Term Deposit Account in other available currencies will be advised on request.

35. Instant Access Savings Accounts

- 35.1. Instant Access Savings Accounts may only be opened in sterling (GBP), United States dollars (USD), Euros (EUR) or Hong Kong dollars (HKD).
- 35.2. Cash transactions in relation to Instant Access Savings Accounts may only be undertaken in person at Banking Department or one of our Branch counters.
- 35.3. Interest will accrue daily and be credited half yearly in June and December of each year. No interest shall accrue if the average credit balance of the Instant Savings Account falls below the minimum required credit balance set out condition 34.1 above.

36. All-in-One Fixed Term Deposit Accounts

- 36.1. An All-in-One Fixed Term Deposit can be made for fixed periods of between one month and one year.
- 36.2. The rate of interest applicable to an All-in-One Fixed Term Deposit will be notified to you at the time the deposit is made.
- 36.3. During the period of the term for an All-in-One Fixed Term Deposit, no partial withdrawals or deposits of additional funds are permitted.
- 36.4. An All-in-One Fixed Term Deposit can be withdrawn before maturity. Please refer to our latest Tariff for the fee regarding cancellation of an All-in-One Fixed Term Deposit. In addition to the fee, the following interest loss will be incurred:
- Should the deposit be withdrawn within and up to one month of opening, no interest will be paid.
 - Should the deposit be withdrawn after one and up to three (3) months of opening, then you will be entitled to 80% of accrued interest.
 - Should the deposit be withdrawn after three (3) and up to six (6) months of opening, then you will be entitled to 85% of accrued interest.

- Should the deposit be withdrawn after six (6) months of opening, then you will be entitled to 90% of accrued interest.
- 36.5. If additional funds are to be credited to an All-in-One Fixed Term Deposit Account, and the additional amount is below the minimum requirement (refer to section 34 of these Terms), they may only be added to an existing deposit at its maturity and must be received by us as cleared funds by the due date. If the amount is above the minimum requirement for an All-in-One Fixed Term Deposit Account, you can start a new, separate deposit at any time.
 - 36.6. If a partial or total withdrawal from an All-in-One Fixed Term Deposit Account is required at maturity, written instructions must be received by us at least two (2) Business Days before the maturity date.
 - 36.7. On maturity, the All-in-One Fixed Term Deposit Account will automatically be rolled over for a further period of the same duration and a renewal confirmation will be forwarded to you, unless your written instructions to the contrary are received at least two (2) Business Days prior to maturity.

Gold Premier and Gold Student Account

These Gold Premier and Gold Student Account Terms apply to our Gold Premier and Gold Student Accounts, including joint accounts and accounts which you are authorised by the account holder to operate.

The Gold Premier and Gold Student Account Terms apply in addition to our General Terms. Where these Gold Premier and Gold Student Account Terms differ from our General Terms, these terms will apply.

37. Interpretation

In these Gold Premier and Gold Student Account Terms save where the context otherwise requires:

'Service' means customer services available to eligible Gold Premier Account or Gold Student Account holders.

'Linked Account' means either a Gold Premier or Wealth Management Account whose account holder is a parent or a guardian of a Gold Student Account holder and the account is linked to the Gold Student Account.

38. Eligibility

38.1. To be eligible for a Gold Premier Account and the Service, the following criteria must be met:

- You must be aged over 18 and applying in a personal capacity; and
- Maintain a minimum credit balance of £20,000 on an ongoing basis. If your credit balance drops below the minimum for longer than thirty (30) calendar days, a monthly account maintenance fee of £25 will be debited from your account.
- In this situation, we retain the right to provide ten (10) Business Days' notice to allow you to restore the balance to the minimum level and maintain it in future.
- If you do not restore the minimum balance all benefits you receive as a Gold Premier customer will immediately cease and your Gold Premier Account will revert to our standard Terms and Conditions, a copy of which we will provide to you at this time.

38.2. To be eligible for a Gold Student Account and the Service, the following criteria must be met:

- You must be over 16;
- The Gold Student Account must be linked to a 'Linked Account' whose account holder is a parent or a guardian of the Gold Student Account holder; and
- A minimum balance of £2,000 must be deposited in the Gold Student Account to open the account. Thereafter no minimum credit balance is required in the account.

39. Accounts

39.1. Gold Premier Accounts may be in sterling or in such foreign currencies as we may approve.

39.2. Credit interest paid on a foreign currency Gold Premier or Gold Student Account, whether or not held outside the UK, may, whenever applicable, be subject to a deduction of withholding tax under the laws of a jurisdiction other than the UK.

40. Joint accounts

40.1. Up to four (4) people may open a joint Gold Premier Account and, where a Gold Premier Account is held in joint names, the holders of such an account will, unless otherwise agreed with us in writing, be jointly and severally liable to us for the due observance and performance of all Terms and obligations relating to the Gold Premier Account including, without limitation, the due and punctual payment of any amount(s) owing to us.

40.2. All written instructions must be given in accordance with the Gold Premier Account mandate.

40.3. If any cards are issued on a joint Gold Premier Account, then each of you is authorised to operate the Gold Premier Account on your own.

40.4. If we are notified of a dispute between the holders of a Gold Premier joint account, we reserve the right to ask for future instructions to be signed by all parties. We may also cancel debit cards and access to Internet banking to prevent any one party from carrying out transactions without the authority of the other party(ies).

40.5. In the event that one or more Gold Premier Account holder(s) die(s), the Gold Premier Account will continue in the name(s) of the surviving party(ies).

Gold Student Account

41. Annual Service Fee

41.1. An Annual Service Fee will apply to a 'Gold Student Account', the amount of which will depend on whether you have selected a 'Basic Service', 'Classic Service' or 'Premier Service' Service (see Tariff). The applicable fee will be deducted from your linked Gold Premier or Wealth Management Account within fourteen (14) days of the opening of the Gold Student Account.

41.2. At renewal, we will convert the service provided to you into the 'Basic Service' unless we receive an instruction to the contrary from the Gold Student Account holder before the renewal date.

41.3. You have the right to cancel your Gold Student Classic or Premier Service within fourteen (14) days from the Gold Student Account opening date. In the event of such cancellation and provided that no service/s has/have been obtained by you, we will refund the Annual Service Fee into the Linked Account and convert the service into the Basic Service. If you have already used some of the Services, we will refund the Annual Service Fee after deduction of an administration charge of £100 and any additional fees and charges for the Services that you have used.

The Service

42. Service available to BOTH Gold Premier and Gold Student Accounts

- 42.1. You will obtain access to a designated Relationship Manager who will provide you with high quality customer services and assist you with any queries that you may have. We will provide you with lifestyle management services, which include UK airport pick-up, transport and hotel bookings and a UK mobile SIM card. For any additional services, please request our additional terms and conditions.
- 42.2. Provision of lifestyle management services is subject to fees and charges set out in the Tariff. Gold Premier Account holders will receive all those services set out in the Gold Student Premier Service. The services are provided subject to 'force majeure' such as serious weather or other matters outside our control.
- 42.3. All fees payable to third party will be paid directly by the account holder, subject to a 15% administration fee.
- 42.4. No standing order set up fee will be charged for up to five (5) standing orders per year, after which standard fees will apply. Standing order amendment and cancellation fees are payable.
- 42.5. We can offer you general information and booking on UK hotels and transport upon your request. The information will be communicated via email, fax or telephone. You are responsible for the hotel and transport fees and our administration fee.
- 42.6. UK airport pick-up
- We can arrange a taxi to pick you up at an airport and send you to the arranged destination, both of which must be in the UK.
 - You must inform us in writing of all travel arrangements, including flight number, departure time, arrival time, departure city, arrival airport, final destination and any related information, at least 48 hours prior to your flight departure time.
 - During the airport pick-up and transportation, you are responsible for looking after your personal belongings. We will not be liable for any damage or loss of your personal belongings.
 - If you want to change or cancel the arranged airport pick-up service, you must notify us by phone no later than four (4) hours before the scheduled landing time. A fee will be payable by you if you fail to notify us in time.
 - We reserve the right to instruct a third party to provide the airport pick-up service. We shall take no responsibility for health and safety.
- 42.7. Financial Experience Programme
- The Financial Experience Programme is a structured Programme of learning and observation. It may involve undertaking research/case studies, participation in meetings, experience in various tasks (but not work) under direct supervision. Successful applicant will not however be allowed to take an active part in working independently.
 - The Financial Experience Programme will aim to allow successful applicants the opportunity to learn from and observe an employee(s) in the Bank, and develop some understanding of professional practice in a banking organisation's context.
 - The Financial Experience Programme is unpaid and the Bank will not meet any costs of subsistence or accommodation, or any other costs incurred by participants.
 - Gold Premier/Gold Student Account holders may apply for one week Financial Experience Programme with the Bank subject to meeting the following eligibility criteria:
 - a. The applicant must be a Gold Premier account holder or a Gold Student account holder whose Annual Service Fee for Premier Service has been paid in full.
 - b. Proof of full time education in the UK.
 - c. Financial Experience Programme application form must be submitted to us.
 - d. Proof of valid visa as a requirement of the Asylum and Immigration Act 1996.
 - All such applications will be submitted and considered by the Bank against criteria set out in the Financial Experience Programme. We reserve the right to decide, on a discretionary basis, whether to approve or decline any such applications for the Financial Experience Programme.

43. Additional terms applicable to Gold Student Account holders only

- 43.1. For Gold Student Account holders, the scope of services that we may provide, in addition to those referred to in clause 42 above, depends on whether you have selected our Basic, Classic or Premier Service.
- 43.2. UK airport pick-up
- The Premier Service annual fee covers one UK airport pick-up during the year and includes driver's waiting fee and airport parking fee up to £100. If the total cost of airport pick up included in the Premier Service Package exceeds £100, the Gold Student account holder is liable for the excess above £100.
- 43.3. Bank Statement Delivery to the Linked Gold Premier Account
- With your authorisation, we will send a copy of your bank statements to your linked account holder each quarter. The bank statements include statements of your 'Gold Student Account', other accounts and cards you hold with us.
 - The recipients' address is provided by you on the account application form. you must notify us in writing if the recipient's address changes.
 - Bank statements will be delivered by courier service and we reserve the right to choose the service provider.
 - You can withdraw the authorisation in writing at any time. We will stop sending bank statements to your linked account holder as soon as we receive your instruction in writing.

Student Prime Account

These Student Prime Terms apply to our Student Prime Account, including joint Student Prime Accounts which you are authorised by the account holder to operate.

The Student Prime Terms apply in addition to our General Terms. Where these Student Prime Terms differ from our General Terms, these terms will apply.

44. Eligibility

- 44.1. To be eligible for Student Prime Account and Service, you must:
- Be aged 16; and
 - Deposit a minimum opening balance of £50 in the Account but thereafter no minimum balance applies; and
 - Provide us with an acceptance letter from your education institution; and
 - The length of course must be six (6) months or more.

45. Currency

- 45.1. A Student Prime Account is only available in sterling (GBP).

The Service

46. Student Prime Financial Experience Programme

- 46.1. The Student Prime Financial Experience Programme is a two-day structured Programme of learning and observation of essential retail banking functions and aims to develop some understanding of professional practice in a banking organisation's context.
- 46.2. The Financial Experience Programme is unpaid and other than the costs set out in 46.3 the Bank will not meet any costs of subsistence or accommodation, or any other costs incurred by participants.
- 46.3. We will provide lunch and travel allowance during the two days of the Programme. The travel allowance is £10 per day if you travel within London, and £20 per day if you travel from outside London.
- 46.4. You may apply to join the Student Prime Financial Experience Programme subject to meeting the following eligibility criteria:
- You must have opened a Student Prime Account in a calendar year preceding the year in which the Student Prime Financial Experience Programme takes place.
 - The credit balance in your Student Prime Account must be not less than £8,000 on 30th April of the year you make your application for the Student Prime Financial Experience Programme.
 - You must provide us with proof of a valid visa as a requirement of the Asylum and Immigration Act 1996.

Wealth Management Account

These Wealth Management Account Terms apply to our Wealth Management Account, including joint Wealth Management Accounts which you are authorised by the Wealth Management account holder to operate.

The Wealth Management Account Terms apply in addition to our General Terms. Where these Wealth Management Account Terms differ from our General Terms, these terms will apply.

47. Interpretation

'Immediate Family Member' means

- a spouse;
- a person (whether or not of the opposite sex) whose relationship with an account holder has the characteristics of a relationship between husband and wife;
- a parent; or
- a child

'Wealth Management' means preferential banking services to customers who meet our Wealth Management criteria.

48. Eligibility

48.1. To be eligible for a Wealth Management Account and the Service you must:

- Be applying in a personal capacity; and
- Maintain a minimum credit balance of £50,000 (or GBP equivalent) in a Wealth Management Account; or
- Maintain a minimum credit balance of £20,000 (or GBP equivalent) in a Wealth Management Account, plus an existing mortgage where the original draw-down amount was £250,000 or more.

48.2. Where Wealth Management Accounts are jointly held, account holders must be Immediate Family Members to qualify for Wealth Management offers on products and services. We may request documentary evidence as proof of the relationship. The joint account terms in clause 33 apply to Wealth Management Accounts.

48.3. The criteria set out in condition 48.1 must be maintained on an ongoing basis. If your total credit balance drops below the minimum for longer than thirty (30) calendar days consecutively or, if applicable, you cease to have a mortgage with us, a monthly account maintenance fee of £25 will be debited to your Wealth Management Account. This will be notified to you in your monthly statements.

48.4. We may give you ten (10) Business Days' notice to restore the credit balance to the minimum level if the credit balance has fallen below the minimum for more than thirty (30) calendar days consecutively.

48.5. If, following expiry of our notice, the total credit balance remains below the minimum level, we shall be entitled to terminate all benefits you receive as a Wealth Management customer and the Wealth Management Terms shall no longer apply to you and your accounts with us.

49. Accounts

49.1. Wealth Management customer has access to Current Accounts, Instant Access Savings Accounts and All-in-One Fixed Term Deposit Accounts as set out in clauses 32 to 36.

49.2. All-in-One Instant Access Account

- There is also a special All-in-One Instant Access Account available to Wealth Management customers only. The All-in-One Instant Access Account operates in a similar way to a current account except that it has no cheque book or debit card availability.
- The All-in-One Instant Access Account supports a number of approved currencies, the details of which are available on request.

49.3. If we receive a payment into your All-in-One Instant Access Account in an approved currency we will credit it into the account set up in that approved currency. If the payment is in a non approved currency we will convert it in to sterling (GBP) and pay it in to your sterling (GBP) account.

49.4. If you instruct us to make a payment out of your account and it is in a currency for which you do not have an existing account or it exceeds the available balance in such an account, then we reserve the right to seek your instructions before effecting the payment.

49.5. Where the Bank transfers funds from one currency account to another in circumstances set out in 49.3 or 49.4 the Bank shall not be liable for any currency exchange losses incurred.

50. Customer Service

50.1. You will obtain access to a designated Relationship Manager who provide you with high quality customer service and assist you with any queries that you may have in relation to services provided by us. You will be eligible for all services set out in clause 48 and, as a Wealth Management Account holder, you can additionally apply for up to two weeks (instead of one week) on the Financial Experience Programme.

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