

Terms and Conditions (non personal Accounts)

General Terms and Conditions

Current Account, Instant Access Savings Account

All-in-One Fixed Term Deposit Account

Effective from 5th July 2025 (but Condition 17 applies with immediate effect)

Bank of China (UK) Limited

From UK: 0800 38 95566

From overseas: +44 (0) 20 7282 8926

www.bankofchina.com/uk



Bank of China (UK) Limited
Registered in England Number 6193060
Registered Office: 1 Lothbury, London EC2R 7DB

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How to contact us?

Post

1 Lothbury, London EC2R 7DB

Phone

From the UK: 0800 38 95566

From anywhere else: +44 (0) 20 7282 8926

This phone line is operated 24 hours a day.

Email:

service.uk@bankofchina.com

Branch Details:

You may also contact your opening account branch, if you are an existing customer with any of the branches below:

Banking Department

Address: 2 Lothbury, London EC2R 7DB

Tel: +44 (0) 20 7282 8845

Email: business.uk@bank-of-china.com

Chinatown Branch

Address: 107 Shaftesbury Avenue, London W1D 5DA

Tel: +44 (0) 20 3192 8470

Email: wbranch@bank-of-china.com

Birmingham Branch

Address: 33 Horse Fair, Birmingham B1 1DD

Tel: +44 203 192 8469

Email: birmingham@bank-of-china.com

Manchester Branch

Address: 67-69 Mosley Street, Manchester M2 3JB

Tel: +44 203 192 8468

Email: manchester.uk@bank-of-china.com

Glasgow Branch

Address: 450 Sauchiehall street, Glasgow G2 3JD

Tel: +44 203 192 8467

Email: glasgow@bank-of-china.com

Branch telephone lines are open between 9.30am – 4pm Monday to Thursday and 10.00am – 4pm on Friday, excluding public holidays.

We may record and monitor phone calls to improve our services and for security reasons. We may also record the phone numbers you call from and use them if we need to contact you urgently.

If you need assistance, please contact us and we will be happy to help. If you need the document in another format, please get in touch.

General Terms and Conditions

Bank of China (UK) Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register reference number: 467410). Registered in England (company number 6193060). Registered office: 1 Lothbury, London, England, EC2R 7DB.

Your agreement with us ('Agreement') consists of the following (all as amended from time to time in accordance with the terms set out in the Agreement):

- these General Terms and Conditions ('General Terms');
- the interest rate information applicable to any product that you have. You can find details of interest rates and charges by visiting www.bankofchina.com/uk, telephoning us or by asking staff in our branches;
- the Tariff of Online Banking Charges (Non Personal Accounts) ('Tariff');
- any other terms and conditions that you and we agree relating to the product/service you have; and
- the additional conditions that apply to any product or service that you may have ('Additional Conditions').

Examples of Additional Conditions that may apply include:

- (1) the Current Account, Instant Access Savings Account, All-in-One Fixed Term Deposit Account Terms on page 22 of this document; and
- (2) the Corporate Online Banking Service Terms and Conditions set out in a separate document.

If you apply for a particular account, or register to use one of our services such as our Corporate Online Banking Service, then the relevant Additional Conditions will apply and will form part of your Agreement with us.

If there is any inconsistency between anything in the General Terms and any term or condition in the Additional Conditions, the relevant term or condition in the Additional Conditions will apply.

If you wish to close your Account, please see Condition 21 below.

Please read the Agreement and keep your copy in a safe place. The Agreement contains important information about your account(s) with us, and it represents 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 us. You can ask for a copy of the Agreement at any time.

1. Interpretation

'We', 'Us' and 'Our' means Bank of China (UK) Limited, which includes the Banking Department and our branches: London Chinatown Branch, Birmingham Branch, Glasgow Branch and Manchester Branch (each a 'Branch'), and also our successors and anyone to whom we transfer our rights and obligations in respect of an Account.

'You' and 'your' means any sole trader, partners in a partnership, incorporated partnership (such as a partnership in Scotland, or a limited liability partnership), incorporated company or corporation (including an incorporated charity), trustees of a trust or charity, or office holders or members of an unincorporated society or club in whose name(s) the Account is opened.

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

'APP Scam' means where a person uses a fraudulent or dishonest act or course of conduct to manipulate, deceive or persuade a Consumer into transferring funds from their Account to an account not controlled by the Consumer or, in the case of a transfer of funds made through CHAPS, from a Consumer's Account that is a CHAPS Relevant Account to another CHAPS Relevant Account not controlled by the Consumer, where:

- the recipient is not who the Consumer intended to pay; or
- the payment is not for the purpose the Consumer intended.

A single APP Scam may include multiple payments made by CHAPS and/or Faster Payments.

'Authorised Push Payment' or 'APP' means a Consumer payment initiated by us in accordance with an authorisation given by our Consumer.

'Business Day' means a day, not being a Saturday, Sunday, or a Public Holiday, on which banks are open for business in London. Some of our Branches are open on other days, but these are not treated as 'Business Days' for the purposes of this Agreement.

'CHAPS' is a same-day electronic payment system which enables payment within the UK to be received by the recipient's bank on the same day.

'CHAPS Relevant Account' means an Account that is provided to a service user, is held in the UK and can send or receive payments using CHAPS, but excludes accounts provided by credit unions, municipal banks, Financial Market Infrastructure and national savings

banks.

'CHAPS Reference Manual' means the latest version of the manual of that name published by the Governor and Company of the Bank of England and available at bankofengland.co.uk.

'Consumer' means:

- an individual acting for the purposes other than a trade, business or profession;
- a microenterprise that is an enterprise that employs fewer than ten persons and has either an annual turnover or an annual balance sheet total that does not exceed €2 million; or
- a charity whose annual income is less than £1 million per year and is a charity as defined by the Charities Act 2011, Charities and Trustees Investment (Scotland) Act 2005 or the Charities Act (Northern Ireland) 2008.

'DPA' means:

- if and to the extent the UK GDPR applies, the law of the United Kingdom or of any part of the United Kingdom which relates to the protection of personal data; and/ or (as the case may be)
- if and to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Bank is subject, which relates to the protection of personal data.

'EU GDPR' means the General Data Protection Regulation ((EU) 2016/679), as it has effect in EU law.

'Faster Payment' is a quick payment system that reduces the time between a payment being made and the recipient receiving the money.

'Payment Account' means any of our Accounts which is identified as a 'Payment Account' in the Additional Conditions for that Account.

'Payment Message' has the meaning given to it in the CHAPS Reference Manual.

'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 and type, 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.

'Sort Code' means a six-digit code as listed in the UK Clearing Directory published annually and used for routing payments to UK domiciled bank branches.

'SWIFT' means the Society for Worldwide Interbank Financial Telecommunication.

'SWIFT BIC' means Society for Worldwide Interbank Financial Telecommunication assigned to you in the SWIFT identifier directory.

'Security Credentials' means any features which are personalised to you and which you use either to identify yourself to us (for example, over the telephone, or if you use our Corporate Online Banking Service) or to give your consent to the execution of a payment. Examples of Security Credentials include a PIN, password, memorable information, numbers generated using an electronic token, and biometric information such as a fingerprint.

'Third Party Provider' means any online provider that you authorise to access information on a Payment Account, or to give us payment instructions on your behalf. Depending on the authorisations you give them, Third Party Providers will have access to all the information on your Account and will be able to make payments out of your Account, as if they were you. You should also make sure you are comfortable to give a Third Party Provider access to your Payment Account.

'UK GDPR' means the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (EU GDPR) as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by Schedule 1 to the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (SI2019/419).

'UK IBAN' means a UK International Bank Account Number.

2. Your cheque book

- 2.1. 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 (2) months' notice under normal circumstances or immediately in the event of misuse.
- 2.2. When you write a cheque, you must take all reasonable precautions to guard against forgery.
- 2.3. If we receive a cheque which is more than six (6) months old, we may, but do not have to, pay it.
- 2.4. 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.

3. Borrowing

- 3.1. If we have not agreed an overdraft facility with you, or you exceed any agreed overdraft facility limit, we will refuse to honour any payment requests given by you. However, there may be circumstances in which we are unable to refuse to honour the payment request, or there may be a charge applied to your Account. If your Account becomes overdrawn as a result, 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.
- 3.2. 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 will 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.
- 3.3. 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. Please also see our rights of set off under Condition 20.

Interest, exchange rates and charges

4. Interest

- 4.1. When you open an Account with us we will advise you of the interest rates applicable to the Account. These interest rates are also be available on our website www.bankofchina.com/uk/bocinfo/, in our Branches, or you can ask us for this information at any time. The reference interest rates used for pound 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.
- 4.2. 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 your Account.
- 4.3. Subject to any Additional Conditions that apply to your Account, we can change interest rates as set out below.
- 4.4. Changes may include the introduction or alteration of tiers, under which interest is not paid where the amount in the Account is below a certain level, and/or where different rates apply depending on the amount in the Account.
- 4.5. We will not change the rate of a fixed rate Account during the fixed rate period.

Changes to interest rates on your Account

- 4.6. We can change interest rates on your Account at any time for any of the following reasons:
- to reflect changes in the Bank of England bank (base) rate, any rate that replaces it, or any other external interest rate that affects the cost to us of holding money on deposit and/or lending money to borrowers;
 - to reflect other changes in our costs in providing Accounts, for example changes in market conditions, technology costs, inflation and/or the costs of providing services and facilities;
 - to reflect any changes in our business organisation (for example, if we merge with another bank or transfer our banking business to another bank). In these cases, we will provide you with sixty (60) days' notice and you will have the right to close or switch accounts without penalty if you do not agree with the new applicable interest rate.'
 - to reflect any change in law, regulation, codes of practice or guidance, or a recommendation, decision or order of a court, ombudsman, regulator or government body;
 - to take account of other changes, if we reasonably believe it is fair to pass the impact of those changes on to you; or
 - to benefit you.

In each case, we will act reasonably and any change will be proportionate to the circumstances giving rise to the change.

- 4.7. Where your Account is a Payment Account and the change is a reduction in the interest rate on the Account, we will give you personal notice in writing of the change two (2) months prior to the change. You can close your Account at any time before the change comes into effect and the normal notice period for closure will not apply. Normal notice period is set out in Condition 21.3 below. If you do not close your Account, you will be treated as having accepted the changes.
- 4.8. Where the change is a reduction in the interest rate on a non-Payment Account, we will give you personal notice in writing of the change fourteen (14) days' prior notice before the change takes effect.
- 4.9. Where we increase the interest rate on an Account, we will tell you about this by posting a notice on our website within thirty (30) days of the change.

5. Exchange rates

- 5.1. When you make or receive a payment in a currency other than the currency in which your Account is denominated, we will convert the payment into the relevant currency using the spot rate of exchange selected by us at the time of conversion. This will normally be the Bank of China (UK) Limited exchange rate, you may contact the Bank for the live rates.
- 5.2. Exchange rates change according to market movements each day and any changes will apply immediately. Please note that this

rate can on some occasions fluctuate considerably during the course of a day.

- 5.3. Details of the Bank of China (UK) Limited and Bank of China exchange rates we use are available on request. Please note that, unless we expressly say otherwise at the time we accept your instruction, any exchange rate quoted by us is indicative only, as the rate may have changed by the time we carry out the conversion. When you ask 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.

6. Bank charges and costs

- 6.1. Our Tariff sets out the charges (also sometimes referred to as fees) that may apply for the running of your Account. Charges applicable to specific Accounts may also be set out in the Additional Conditions for that Account.
- 6.2. Fixed charges will be debited from your Account in accordance with our latest Tariff at the time the relevant service is provided to you.
- 6.3. If you request a service for which the charge 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.
- 6.4. We can introduce a new charge, or increase, decrease or abolish an existing charge, for any of the following reasons:
- to reflect changes in our costs in providing your Account, for example changes in market conditions, technology costs, inflation and/or the costs of providing services and facilities;
 - to reflect any changes in our business organisation (for example, if we merge with another bank or transfer our banking business to another bank). In these cases, we will provide you with sixty (60) days' notice and you will have the right to close or switch accounts without penalty if you do not agree with the new charges;
 - to reflect any change in law, regulation, codes of practice or guidance, or a recommendation, decision or order of a court, ombudsman, regulator or government body;
 - to reflect any cost associated with any new product or service we introduce, or any new feature on an existing product or service;
 - to take account of other changes, if we reasonably believe it is fair to pass the impact of those changes on to you; or
 - to benefit you.

In each case, we will act reasonably and any change will be proportionate to the circumstances giving rise to the change.

Changes to charges (other than charges relating to electronic payments)

- 6.5. If we introduce a charge, or increase an existing charge, which relates to the day-to-day running of your Account, we will give you at least sixty (60) days' personal notice in writing before the change comes into effect. If the change does not relate to the day-to-day running of your Account, we will tell you about the change by posting a notice on our website and in our Branches within sixty (60) days of the change. If you wish to close or switch your Account during the sixty (60) day period, the normal notice period for closure set out in Condition 21 will not apply.
- 6.6. If we reduce or abolish a charge, we will tell you about the change by posting a notice on our website and in our Branches within thirty (30) days of the change.

Changes to charges relating to electronic payments

- 6.7. If we introduce a charge, or increase, reduce or abolish an existing charge, which relates to electronic payments into or out of your Account, we will give you personal notice of the change at least two (2) months prior to the change. You can close your Account at any time before the change comes into effect and the normal notice period for closure set out in Condition 21 will not apply. If you do not close your Account, you will be treated as having accepted the changes.
- 6.8. There may be other taxes or costs that are not paid through us or charged by us.

7. Giving and cancelling instructions

- 7.1. Where we refer to you giving us an instruction in this Agreement, this includes an instruction given by you (or any of you, in the case of a joint Account) or by a Third Party Provider.
- 7.2. Except in the case of CHAPS Payments, you consent to us making an electronic payment in one of the following ways:
- in one of our Branches, by completing and signing the relevant forms we ask you to provide in order to authorise the payment;
 - by posting a written instruction to us, clearly setting out the details of the payment to be made and signed by you;
 - through our Corporate Online Banking Service, by entering the necessary Security Credentials and providing details of the payment to be made; or
 - by using any other method we may introduce and/or agree with you from time to time.
- 7.3. In the case of CHAPS Payments, instructions must be given by you through our service channels. The instruction must meet the requirements set out in Condition 15.6.

- 7.4. We do not accept payment instructions over the telephone.
- 7.5. Except in the case of CHAPS Payments, we may, at our sole discretion, accept instructions by facsimile transmission (fax) or e-mail, subject to the prior completion, signature and return of a suitable email and/or Facsimile Instructions Authority (which is available from us upon request). Since messages sent over the internet or fax cannot be guaranteed to be secure as they are subject to possible interception, loss and/or alteration, we cannot be held liable by you or anyone else for any damage or loss suffered in connection with any message sent by you to us over the internet or fax.
- 7.6. You can give us instructions to make Faster Payments in any Branch.
- 7.7. 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.
- 7.8. Cash withdrawals over £1,000 will require at least twenty-four (24) hours' prior notice. Withdrawals of cash in a foreign currency are subject to availability.
- 7.9. You may instruct us in writing or verbally (with written confirmation to follow) to stop the payment of a cheque, provided:
- the amount has not yet been taken out of your Account;
 - 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.

A charge applies for stopping payment of a cheque. Please see our Tariff for details.

- 7.10. You cannot cancel cash or electronic payment instructions after they have been authorised by you. However, you can cancel a future dated instruction (for example, a standing order or Direct Debit or an instruction to make a payment at the end of a notice period or on maturity of a fixed rate deposit) in one of the following ways:
- in one of our Branches, by telling us which payment you wish to be cancelled;
 - by posting a written instruction to us, setting out the details of the payment to be cancelled; or
 - by using any other method we may introduce and/or agree with you from time to time.

In each case, we must receive your cancellation instruction before close of business hours on the Business Day before the payment is to be made. If you cancel a standing order or Direct Debit, we will treat your instruction as meaning that all subsequent standing orders or Direct Debits are also to be cancelled.

- 7.11. You represent to us that at all times during the term of your Agreement, any payment instruction is permissible and authorised under your constitutional documents and all laws and regulations relating to or in connection with the detection, investigation and prevention of money laundering, bribery, corruption, tax evasion, fraud, terrorism financing, drug trafficking, sanctions or other financial crimes.
- 7.12. You undertake to us that you will notify us, in writing immediately if the representation set out in Condition 7.11 becomes untrue or inaccurate.

8. Receipt of instructions

- 8.1. Any instruction to make an electronic payment will generally be treated as being received once we have actually received your consent to make the payment (as explained in Condition 7). Exceptions are set out below.
- 8.2. Unless the payment instruction relates to a Faster Payment given through Corporate Online Banking, if we receive your payment instruction after our cut-off times on a Business Day, or on a day that is not a Business Day, your payment instruction will be treated as being received by us on the following Business Day. Our cut-off times for receipt of payment instructions are set out on our website or in our Branches, or you can ask us for this information.
- 8.3. If you have given us a payment instruction for a payment to be made on a future date (for example, a standing order or Direct Debit, or an instruction to make a payment at the end of a notice period or on maturity of a fixed rate deposit), or on the date you provide funds to us to make the payment, then your payment instruction will be treated as being received on that date.

9. Refusal or delay of instructions

- 9.1. We can refuse to allow a payment into or out of your Account (or where relevant, restrict the amount that can be paid into or out of your Account), or delay processing a payment into or out of your Account where:
- we are not satisfied that we have your consent for the payment, in accordance with your Account mandate to us;
 - you have not given us evidence of your identity, if we have asked for this;
 - we need to carry out further checks in order to comply with our anti-money laundering, financial crime or other legal and regulatory requirements, or because we have suspended your Account under Condition 21.4;
 - we believe that there may be fraudulent activity or other financial crime affecting you, your Account or the payment;

- we are obliged to do so by any law, regulation, court order or instruction from an ombudsman, regulator or government body;
 - there is a dispute (which we reasonably believe is genuine) about who owns, or is entitled to, money in the Account, or we are informed (or reasonably believe) that there is a dispute between joint Account holders;
 - you have breached the terms and conditions of your Agreement with us in a way that we reasonably believe justifies us in refusing or delaying your payment, and you have not put this right;
 - we reasonably believe that processing your instruction would breach the terms and conditions of your Agreement with us;
 - in the case of a payment out of the Account, the amount of the withdrawal exceeds any withdrawal limit that applies to the Account or the method of payment (for example, a cash withdrawal limit);
 - in the case of a payment out of the Account, there are insufficient cleared funds in the Account to make the payment and/or to cover any charge for making the payment;
 - you are subject to an order relating to your bankruptcy, liquidation, administration, receivership, winding up or dissolution, or you have entered into a voluntary arrangement with your creditors;
 - in the case of a payment out of the Account, the terms of the payee's account prevent completion of the transaction, or the payee's account is unable to receive payments of that type;
 - we intend to exercise our right of set off under Condition 20; or
 - in the case of a payment out of the Account, you have attempted to give us an instruction using your Security Credentials, and we have blocked the use of these under Condition 11.
- 9.2. In the case of a payment out of the Account authorised by you that is to be executed wholly within the UK and denominated in Sterling, where there are reasonable grounds to suspect the payment instruction from you has been placed subsequent to fraud or dishonesty perpetrated by a person other than you and those grounds are established no later than the end of the next Business Day following receipt by us of the payment instruction, we can delay processing that payment out of your Account by up to four (4) Business Days from the date that the instruction is received for the purpose of contacting you or other relevant third parties to establish whether we should execute the payment instruction.
- 9.3. Provided it would not be unlawful for us to do so:
- we will notify you of the refusal either by telephone or in writing. We will do so as soon as possible and in any event no later than the day by which the funds should have been made available to the payee under Condition 15. If for any reason we are unable to notify you before we refuse to carry out an instruction, we will do so as soon as possible afterwards;
 - we will explain our reasons for refusal, if possible; and
 - we will (where relevant) explain the procedure for correcting any factual errors that led to the refusal.
- We may not send you a notification where you have been informed that the instruction has been refused at the time you attempt to give the instruction.
- 9.4. Where we delay a payment under Condition 9.2, provided it would not be unlawful for us to do so, we will as soon as possible and, in any event, no later than the end of next Business Day following receipt by us of the payment instruction, notify you either by telephone or in writing of:
- the fact of the delay;
 - the reasons for the delay; and
 - any information or action needed to help us decide whether to execute the payment instruction.
- 9.5. We can charge for refusing to process a payment instruction. Please see our Tariff for more information.
- 9.6. We may also be unable to process a payment instruction, or delay in processing the instruction, due to circumstances beyond our reasonable control (as explained in Condition 19).
- 9.7. We will not be liable to you for any loss you may suffer where we exercise our rights under Condition 9.1.
- 9.8. We will be liable for any interest or charges that you must pay as a consequence of us delaying a payment further to Condition 9.2, irrespective of whether the payment instruction is ultimately executed.

10. Security

- 10.1. You must take reasonable steps to keep your Security Credentials safe and to prevent their fraudulent use. These steps include:
- disguising any Security Credentials you write down and keeping them out of sight of third parties who should not have access to your Account;

- not sharing your Security Credentials with anyone else, unless they are a Third Party Provider that you have authorised to access your Account and they need those Security Credentials in order to obtain access; and
 - following any reasonable instructions which we give you or publish on our website www.bankofchina.com/uk from time to time and which are intended to help you keep your Accounts safe. These instructions include specific information set out in our Corporate Online Banking Terms and Conditions.
- 10.2. If you suspect someone knows your Security Credentials you must call us immediately on the Customer Service Hotline number set out on the back page of these General Terms. The Customer Service Hotline number is also on our website www.bankofchina.com/uk.
- 10.3. If you have authorised a Third Party Provider to make payments out of your Account on your behalf and you wish to revoke their authorisation, you should inform them directly and make sure they no longer access your Account. If you have shared your Security Credentials with them and you are concerned that they are still using these, you should contact us as explained in Condition 10.2 above.

11. Suspending use of Security Credentials, and denying access to Third Party Providers

- 11.1. We can stop or block the use of your relevant Security Credentials (as appropriate) if:
- you have notified us that, or we reasonably believe that, the relevant Security Credentials have been lost, stolen, compromised, used without your authorisation or used fraudulently;
 - we reasonably believe that (if we have agreed to allow you to borrow on an Account) there is a significantly increased risk that you may be unable to repay the amount you owe us; or
 - we are obliged to do so by law, regulation, a court order or the instructions of an ombudsman, regulator or government body.
- 11.2. Provided it would not be unlawful for us to do so, and it would not compromise reasonable security measures:
- we will notify you that we intend to stop or block the use of the relevant Security Credentials, either by telephone or in writing. If for any reason we are unable to notify you before we stop or block their use, we will notify you afterwards without delay; and
 - we will explain our reasons for stopping or blocking the use of the relevant Security Credentials.
- 11.3. We will allow the use of your Security Credentials, or we will replace these, as soon as possible after the reasons for stopping or blocking their use no longer apply. We may charge you for providing replacement Security Credentials.
- 11.4. We may share information about the loss, theft, compromise or unauthorised or fraudulent use of your Security Credentials with third parties such as the police.
- 11.5. We can deny a Third Party Provider access to your Account if we reasonably believe that access to the Account by them, or any payment instruction we receive from them, is unauthorised or fraudulent. Provided it would not be unlawful for us to do so, and it would not compromise reasonable security measures, we will tell you we intend to do this and tell you our reason for doing so. If we are unable to inform you before we do this, we will tell you afterwards without delay.
- 11.6. We will restore a Third Party Provider's access once we are satisfied (acting reasonably) that there is no longer any justification for preventing their access to the Account.
- 11.7. If we restrict your access to the Corporate Online Banking Service for any of the reasons set out in Condition 11.1 above, this will also mean that any Third Party Provider will be unable to access that service.
- 11.8. Provided it would not be unlawful for us to do so, and it would not compromise reasonable security measures, if there is an actual or suspected fraud affecting any of your Accounts, or a security threat in respect of any of your Accounts, we will contact you by calling you on the latest telephone number that we hold for you. If we cannot reach you by telephone, we will send you an email or a letter.

12. Cash paid into your Account

- 12.1. If you pay cash into a Payment Account denominated in pound or euro at the Banking Department or any of our Branches in the same currency as that Payment Account, it will be credited to your Payment Account and will become available immediately after the receipt of the funds.
- 12.2. If your Account is not a Payment Account and you pay cash into the Account in the same currency as the Account, it will be treated as credited to your Payment Account immediately after the receipt of the funds, meaning that you will start earning interest (if applicable) on those funds from that date.
- 12.3. In all other cases, you should ask us when the money will be credited to your Account and will start earning interest, and when the funds will become available.
- 12.4. Our Branches may (and any other bank that accepts cash payments into your Account may) refuse payments involving large sums of banknotes or coins, and cash in any currency other than pounds.
- 12.5. 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.

- 12.6. We will only accept payments into your Account if they are in pounds sterling (GBP), euros (EUR), US dollars (USD), Hong Kong dollars (HKD) or renminbi (RMB), or such other currencies as we may specify from time to time.
- 12.7. We may, at the discretion of the relevant Branch, offer a foreign currency exchange service to you if you hold an Account with us. The service is only available by appointment and is subject to the availability of the relevant currency (and amount in that currency). If we provide this service, the currency conversion will be carried out at the Bank of China cash exchange rate applicable at the time we carry out the conversion.

13. Cheques paid into your Account

- 13.1. 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.
- 13.2. If you pay a cheque in pounds drawn on a bank in the UK into your Account, the cheque will go through a process known as the cheque clearing cycle. The cheque will start going through the cheque clearing cycle on the Business Day on which it is paid in, provided it is paid in before the relevant Branch's cut off time. If the cheque is paid in after the cut off time, or on a day which is not a Business Day, it will start going through the cheque clearing cycle on the next Business Day. After the end of the cheque clearing cycle, we cannot take the amount of the cheque out of your Account unless you have been knowingly involved in fraud relating to the cheque. More information about the cheque clearing cycle, and the Branch cut-off times for paying cheques in, is set out on our website www.bankofchina.com/uk or in our Branches, or you can ask us for this information.
- 13.3. If you pay a cheque drawn in a foreign currency, or in pounds drawn on a non-UK bank account, into your Account it may take longer to credit your Account and we will charge you (the amount subject to the charge of cheque issuance bank) for negotiating or collecting the cheque. Please ask us for further details if required.
- 13.4. Cheques paid into 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.
- 13.5. Our Branches may refuse payments involving large numbers of cheques.

14. Electronic payments into your Account

- 14.1. Where we receive an electronic payment to be credited to your Account, we may deduct the following charges from the payment before crediting the remainder to your Account:
- in the case of a payment made by a bank within the European Economic Area, any reasonable charges we apply or incur for processing the payment; and
 - in the case of a payment made by a bank outside the European Economic Area, in any currency, (1) any reasonable charges we apply or incur for processing the payment and/or (2) the paying bank's charges for making the payment.
- 14.2. In order for us to credit your Account on the day we receive the funds, all payments made into 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's bank.
- 14.3. If a bank or building society tells us that they have made a payment into your Account by mistake, we are obliged to co-operate with them and help them recover the mistaken payment. We must provide them with all relevant information they need to collect the payment. If the payer's bank or building society is unable to recover the funds from us and the payer asks them to do so, they will provide all relevant information they have to the payer so that the payer can claim repayment. This information will include your name and contact address.
- 14.4. If funds are paid into your Account in error, we will seek your permission before debiting your Account and returning the funds. Your permission to debit your Account and return funds should not be unreasonably withheld or delayed. If you dispute that the payment has been made in error, we will provide your details to the payer and/or the payer's agent in order to allow both parties to resolve the matter directly.
- 14.5. If a payment has been paid into your Account due to system error (e.g. duplication of payment), we will have an automatic right to debit your Account without seeking your permission.
- 14.6. Where we are providing insurance intermediary services, money that is paid into your Account in connection with those services will be held by us as banker and not as trustee (or in Scotland as agent).
- 14.7. The table below sets out transaction processing points in respect of CHAPS Payments into your Account:

Transaction processing point	When and on what basis it occurs
Receipt of settled payment	When an incoming payment instruction is captured by us.
Approval to apply the payment	When we receive the relevant payment instruction, perform technical checks (e.g. existence of stated account), completes internal and regulatory filtering (including in respect of sanctions) and passes any of our other processes as appropriate.
Credit to your Account	When the entry is booked by us to your Account.

15. Electronic payments from your Account

- 15.1. In order for us to process your payment instruction correctly, you must provide us with certain information. Excluding CHAPS Payments, for UK bank payments in pounds, this is the Sort Code and account number of the payee's account. For international payments it will be the SWIFT BIC and IBAN of the payee as well as the payee's address. We may, in addition to this information, ask you for further information in order to process the payment and/or to comply with our legal and regulatory obligations.
- 15.2. Excluding CHAPS Payments, if you make an electronic payment from your Account, the money will be received by the payee's bank no later than the times set out in the table below. In each case, the period of time is calculated from the time we receive your instruction, or are treated as receiving it, as set out in Condition 8. We have grouped different types of payments into three separate groups:

Group 1: where the receiving bank will receive the payment within one (1) Business Day
<p><u>Payments in pounds (GBP)</u></p> <ul style="list-style-type: none">• payment in GBP to an account in the UK (e.g. Faster Payments or standing order)• conversion from euro to GBP, followed by a payment in GBP to an account in the UK only <p><u>Payments in euros (EUR)</u></p> <ul style="list-style-type: none">• payment in EUR to an account in the European Economic Area• conversion from GBP to EUR, followed by a payment in EUR to an account in the European Economic Area
Group 2: where the receiving bank will receive the payment within four (4) Business Days
<p><u>Payments to accounts in the European Economic Area not covered by Group 1</u></p> <ul style="list-style-type: none">• payment in a European Economic Area currency to an account in the European Economic Area, where the payment falls outside Group 1• conversion from one European Economic Area currency to another European Economic Area currency followed by payment to an account in the European Economic Area, where the currency conversion and/or payment falls outside Group 1
Group 3: please contact us for information about how long the payment will take
<ul style="list-style-type: none">• payment in a non-European Economic Area currency to an account anywhere in the world• payment in any currency (including a European Economic Area currency) to an account outside the European Economic Area currency, with or without a currency conversion

- 15.3. In the case of CHAPS Payments, if we receive your payment instruction before the cut-off time per Condition 8.2, the money will be received by the payee's bank on the same day within the UK, subject to Condition 9.1.
- 15.4. In the case of a future dated payment such as a standing order or Direct Debit, if the due date for payment falls on a day which is a non-Business Day, the payment will be made on the next Business Day.
- 15.5. Where we make an electronic payment in any currency to a bank outside the European Economic Area, we may deduct (1) any reasonable charges we apply or incur for processing the payment and/or (2) the payee's bank's charges for receiving the payment, before sending the remainder to the payee's bank.
- 15.6. The provisions of Conditions 15.7 to 15.12 shall only apply to CHAPS Payments.
- 15.7. We will only accept and act upon instructions that contain a valid SWIFT BIC and/or Sort Code for the receiving bank and/or a valid UK IBAN for the beneficiary.
- 15.8. Where both a CHAPS registered SWIFT BIC and a Sort Code are provided and a conflict is present, for example the SWIFT BIC and Sort Code are unrelated, we will process the payment transaction according to the Sort Code provided.
- 15.9. Where a Sort Code alone has been provided, you shall ensure that the correct name which matches the related Sort Code is provided. In any event, we will process the payment transaction solely on the basis of the Sort Code provided by you and not on the basis of the name.
- 15.10. Where a UK IBAN or account number has been provided, you shall also provide a correct name for the intended recipient of the payment that matches the account name associated with the UK IBAN or account number. In any event, we will process the payment instructions solely on the basis of the UK IBAN or account number provided by you and not on the basis of the name.
- 15.11. It is acknowledged and agreed that we shall only process payment transactions solely on the basis of the Sort Code provided by you or the UK IBAN or account number (as the context requires) and not on the basis of the name provided by you. Nothing in these General Terms shall affect our right or ability to send the intended recipient's name provided by you with any Payment Message:

- in order for us to comply with any legal and regulatory requirements which we are subject to; and/or
- for our internal risk management processes to either prevent or detect financial crime.

15.12. The table below sets out transaction processing points in respect of payments from your Account:

Transaction processing point	When and on what basis it occurs
Receipt of a payment instruction	When an incoming payment instruction is captured by us.
Acceptance for processing through the CHAPS system	When we validate the relevant payment instruction against formatting criteria and confirm its ability for processing.
Approval to make the payment through CHAPS system	When the relevant payment instruction has been through internal and regulatory filtering (including in respect of sanctions), has been checked against available balances and/or intraday credit lines relating to your Account and has passed any of our other processes as appropriate.
Debit to your Account	When the entry is booked by us to your Account.
Sent for payment/settlement	When we dispatch the relevant payment instruction for clearing.

Problems with payments

16. Unauthorised Payments

- 16.1. This Condition 16 does not apply to payments made out of your Account by cheque.
- 16.2. Subject to the remainder of this Condition 16, where any loss resulting from an unauthorised withdrawal arises from the unauthorised use of any Security Credentials, you will be liable for up to a maximum of £35 of that loss.
- 16.3. You will be liable for all losses arising from an unauthorised transaction or transactions where you have acted fraudulently. The maximum liability of £35 explained in Condition 16.2 will not apply in this case.
- 16.4. Where losses arise from an unauthorised transaction or transactions because you deliberately or with gross negligence failed to keep your Security Credentials safe, your liability will not be limited to £35. You will be liable for all losses arising, except in the circumstances set out in Condition 16.5. 'Gross negligence' means that something you have done or have not done is very obviously wrong or careless.
- 16.5. Except where you have acted fraudulently, you will not be liable for any losses arising from an unauthorised transaction or transactions:
- where the loss, theft or unauthorised use of your Security Credentials was not detectable by you before the unauthorised transaction or transactions occurred;
 - after you have notified us of the loss, theft or unauthorised use of your Security Credentials;
 - where we have failed to provide a notification process to allow you to report the loss, theft, or misappropriation of your Security Credentials, or any unauthorised use of your Account; or
 - where we have failed to carry out security checks to the standard required under relevant laws and regulations.
- 16.6. You will not be liable for any losses arising from an unauthorised transaction or transactions where those losses were caused by anything that we, our employees or agents did or failed to do.
- 16.7. If you notify us of an unauthorised payment transaction, and we are responsible for the loss, then (subject to the remainder of this Condition 16) we will refund the amount of the unauthorised payment to your Account and we will restore your Account to the state it would have been in had the unauthorised payment not been made. This means we will also reimburse you for any interest you have lost (or debit interest you have incurred) and any charges you have incurred as a direct result of the unauthorised payment. We will process your refund no later than the next Business Day after you contact us.
- 16.8. If we have reason to suspect that you have been involved in fraudulent behaviour, we are not obliged to refund you within one Business Day and we may investigate the circumstances further. If we decide to investigate, we will inform you of this no later than the next Business Day after you contact us. You must co-operate with us and with the police, if we need to involve them.
- 16.9. If we carry out an investigation and we determine that we do not have to refund you, we will inform you of this. Otherwise, and subject to the remainder of this Condition 16, we will refund the unauthorised payment to your Account and we will restore your Account to the state it would have been in had the unauthorised payment not been made. This means we will also reimburse you for any interest you have lost (or debit interest you have incurred) and any charges you have incurred as a direct result of the unauthorised payment.
- 16.10. If you have any reason to think that a transaction has occurred on your Account without your authorisation, you must tell us as

soon as possible and in any event within thirteen (13) months of the transaction. We are not obliged to investigate any unauthorised transaction or make any refund if you tell us more than thirteen (13) months after the date of the transaction.

- 16.11. For Direct Debits in pounds which are taken from your Account, the UK Direct Debit Guarantee scheme will continue to apply. This scheme may also apply where a payment collected under a Direct Debit is more than you expected.
- 16.12. If we make a refund and then discover that you did authorise the payment or are otherwise liable, we can reverse the refund and take the amount refunded from your Account, subject to Condition 17. We will notify you before we do this.

17. Authorised Push Payment (APP) Scams

- 17.1. Where you are a Consumer and you are the victim of an APP Scam, we will reimburse you in full for payments made as a result of that APP Scam within five (5) Business Days of your reporting the APP Scam to us, subject to the remainder of this Condition 17.
- 17.2. Where you learn or suspect that you have fallen victim to an APP Scam you must notify us promptly of that and, in any event, no later than thirteen (13) months after the date on which the last fraudulent payment that formed the APP Scam was authorised. We are not obliged to investigate any APP Scams or to make any related reimbursements if you tell us about an APP Scam more than thirteen (13) months after the date on which the last fraudulent payment was authorised.
- 17.3. Upon notifying us of an APP Scam, you agree that you will report the details of the APP Scam to the police or you consent to us reporting it to the police on your behalf.
- 17.4. For each APP Scam that we agree to reimburse you for:
- you will be liable to pay an excess of £100; and
 - we will reimburse you up to a maximum of £85,000 (by value).
- 17.5. We may pause the five (5) Business Day period for reimbursing you to enable us to gather additional information to assess your claim, including, but not limited to, gathering information from you or the receiving bank to assess whether your claim meets the requirements of this Condition 17. This is referred to as 'stopping the clock'. There is no limit on how many times we can 'stop the clock'. Where we 'stop the clock', the clock will resume as soon as we receive a response to our information request. Regardless, we will determine your claim by no later than thirty-five (35) Business Days of your reporting the APP Scam to us.
- 17.6. You should respond to any reasonable and proportionate requests for information made by us to help us assess your claim, including requests made by us when we 'stop the clock' in accordance with Condition 17.5.
- 17.7. We will not reimburse you under this Condition 17 for:
- payments that take place across payment systems other than Faster Payments and CHAPS;
 - payments that are executed through CHAPS that do not use a pacs.008 message;
 - international payments, i.e. payments that are made to an account other than in the UK;
 - payments that are the subject of civil disputes, such as where you have paid a legitimate supplier for goods or services but you have not received them, they are defective in some way, or you are otherwise dissatisfied with the supplier; or
 - any losses that you suffer arising from an APP Scam where you have either acted fraudulently or with gross negligence. Gross negligence is given the meaning in Condition 16.4.
- 17.8. If we carry out an investigation and we determine that we do not have to reimburse you, we will inform you of this.

18. Mistaken and delayed payments

- 18.1. This Condition 18 does not apply to payments made out of your Account by cheque.
- 18.2. If we fail to process a payment transaction to another bank in the European Economic Area, fail to process it on time (as set out in Condition 15.2), or process it incorrectly, we will be liable to you as set out in Condition 18.3. However, we will not be liable to you in any of the following situations:
- where you did not give us the correct payment details, as set out in Condition 15.1. It is your responsibility to make sure that they are correct. If you provide us with the incorrect payment details, we will not be liable if the transaction is not carried out or is carried out incorrectly. In this case, we will make reasonable efforts to recover any money that has been sent incorrectly, but we may charge you any costs we reasonably incur in trying to do this. Where we are unable to recover the payment for you, if you write to us we will provide you with all the available and relevant information we have and which we can lawfully provide to you so that you can make a claim for repayment;
 - where you fail to notify us when you become aware of the mistake, delay or failure without undue delay and in any event within thirteen (13) months after the transaction was incorrectly carried out or was due to have been carried out;
 - where we can show that the payee's bank or building society received the correct payment and payee's details on time;
 - where we had reasonable grounds to delay processing your instructions under Condition 9; or

- where it was not possible for us to process your instruction due to circumstances beyond our reasonable control, as explained in Condition 19.
- 18.3. Subject to the other provisions of our Agreement with you, we will reimburse you for losses due to a mistake, failure or delay in processing a payment but our liability will be limited to refunding the amount of the payment together with:
- the amount of any interest you should have received but did not receive; and/or
 - any interest or charges you have to pay
- as a direct result of our mistake, failure or delay.

18.4. For Direct Debits in pounds which are taken from your Account, the UK Direct Debit Guarantee scheme will continue to apply.

19. Matters beyond our control

- 19.1. We will not be liable to you if we are unable to perform our obligations under our Agreement with you, or if we are unable to perform them according to the terms of this Agreement, as a result of:
- abnormal and unforeseeable circumstances beyond our reasonable control, the consequences of which would have been unavoidable despite all efforts to the contrary (such as strikes, power failures or other causes beyond our control); or
 - us having to comply with any legal or regulatory requirement.

20. Set off

- 20.1. If any money you owe us (for example on a loan or overdraft) is overdue for payment, we may use any money you have in any Account (including, where appropriate, a multi-currency Account) with us to reduce or repay the amount owing. This is called right of set off. In order to exercise our rights, we can:
- close any fixed term product, even if this means you lose interest as a result of early closure; and
 - convert any balance held in one currency into another currency so that we can set off the amounts. If we do this, we will convert the balance at the Bank of China exchange rate which applies at the time of conversion.
- 20.2. If we have to exercise our right of set off because funds are overdue, on the first occasion we do so we will usually 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.
- 20.3. We will not exercise our right of set off in relation to money in an Account if we have reason to believe that any of the following conditions apply:
- you are holding money on behalf of someone else;
 - you are under a legal obligation to keep the money and use it in a particular way; or
 - we are unable to do so due to any law or regulation, a court order or the instructions of an ombudsman, regulator or government body.
- 20.4. If we exercise our right of set off, we will tell you afterwards the date and amount set off.
- 20.5. Once we have exercised our right of set off in relation to money in your Account, that money will cease to be yours and you will not earn any interest on it.

21. Closing or suspending your Account

- 21.1. If within fourteen (14) days of opening an 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 within fourteen (14) days or, with our approval, you may switch to a different type of account offered by us. No additional charges will be incurred for doing this, and you will not have to comply with any notice period applicable to the Account or incur any loss of interest.
- 21.2. Unless the Additional Conditions for your Account say otherwise, you can close your Account at any time.
- 21.3. Before you close a Payment Account with us, you must give us a minimum fifteen (15) Business Days' notice, in writing (which can either be given to us in one of our Branches, or by post). This period of notice will not apply in the circumstances where we change interest rates, charges or other terms and conditions of your Agreement with us in any of the ways set out in Condition 4.7, Condition 4.8, Condition 6.5, Condition 6.7, Condition 31.2 or Condition 31.3.
- 21.4. We can suspend your Account if it has remained inactive for six (6) months and after we have given you (or have attempted to give you) at least three (3) months' notice. We can also at any time suspend access to your Account if it has remained inactive for twelve (12) months, without giving you any notice. An Account is treated as inactive if there has been no payment activity, other than the crediting of accrued interest. If your Account is suspended, we may carry out additional checks with you if we receive an instruction from you, before processing that instruction.
- 21.5. We will not close your Account without giving a clear reason, and we will not close your Account in response to a valid complaint made by you. Except in the circumstances explained in Condition 21.6:

- we will normally give you two (2) months' notice of closure; and
- we will not use this right to terminate a fixed rate or fixed term product before the end of the fixed rate period or fixed term.

21.6. In exceptional circumstances we may close or suspend your Account immediately. Exceptional circumstances include:

- you have given us false information at any time which has resulted in us doing something that, had we known the true facts, we would not have done, or would have done differently (for example, if you gave us false information as part of your application for the Account, and we would not have accepted your application if we had known the true facts);
- 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 within a reasonable period of time;
- you have behaved in a way that is threatening or abusive towards our staff;
- your Account has become overdrawn without authorisation and you do not repay the amount owed when we ask you to do so;
- you have broken the terms of your Agreement with us in a serious way, or you have repeatedly broken the terms of your Agreement with us in some other way (for example, if the bank contacts you to supply necessary information and you are refuse to provide);
- we are obliged to do so by law, regulation, a court order or the instructions of an ombudsman, regulator or government body; and/or
- We are exercising our right of set off under Condition 20.

21.7. Closure of an Account will not affect any legal rights or obligations that already exist at the time of closure. Where applicable, you must settle all cheques and any amounts outstanding on the Account and return all cheque books to us (cut in half). We will pay or transfer the balance of your Account according to your instructions, but we will keep money to cover:

- any charges and/or debit interest that you owe us but which have not yet been applied at the time of closure; and
- any payments that we are aware of and which have not yet cleared.

21.8. If after your Account is closed we are obliged to make any payment that was authorised by you (or on your behalf), then you must immediately repay the amount you owe us.

Information

22. Correspondence, statements and information about payments

22.1. We will send you paper account statements by post or your statements will be available electronically within our Corporate Online Banking Service. We will provide you with 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.

22.2. You may request additional account statements from us at any time, but we reserve the right to charge you. Please see our Tariff for details.

22.3. You can ask us to give you information about payments (of any kind) into and out of your Account at any time.

22.4. 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. In addition, if we have said we will send you notice, we will not be responsible if you receive shorter notice, or no notice at all, as a result of us sending notice to your old address instead. You should ensure that the arrangements for receiving mail at your address are safe. You must also notify us in writing immediately if you change any other information you have given us.

22.5. We may communicate with you by post, telephone, email, text message, SMS, secure message using our Corporate Online Banking Service, or fax. Where we send you a notice, it will be deemed to have been received by you as follows:

- in the case of notices sent by post, on the day of delivery if delivered by hand, within five (5) days after posting if sent to an address in the UK or within thirty (30) days after posting if sent to any address outside the UK; and
- in the case of notices sent by email, text message, SMS, secure message or fax, at the time the notice is sent (unless we receive a notification that delivery has failed).

22.6. We will communicate with you in English. We may also be able to communicate with you in Mandarin or Cantonese (for verbal communication) or Chinese (for written communication). If we send you a written communication that is in English and Chinese, the English version will take precedence and we will not be responsible for any misunderstanding that may be caused by the Chinese translation. Typically, you would communicate and send all notices and instructions to us in English, unless we agree otherwise in order to support instances of potential vulnerability where we can make a reasonable accommodation.

22.7. We may monitor and/or record telephone conversations and electronic communications (such as emails) to make sure that we carry

out your instructions accurately, to help us maintain proper records of our dealings with you, to maintain and assess the quality of our service to you and for security purposes.

22.8. Details of how to contact us by post, telephone and email are set out on the back page of these General Terms and also on our website.

23. Partnership Accounts

23.1. Where an Account is held for an unlimited partnership, all partners will be jointly and severally liable to us for the due observance and performance of the terms of this Agreement including, without limitation, the due and punctual payment of any amount(s) owing to us. Any obligations you owe to us will be owed by each of you individually as well as jointly. This means, for example, that if you owe us money, we can ask any of the partners to repay the whole amount owed, and not just a proportion of it.

23.2. All instructions must be given in accordance with the account mandate.

23.3. The account mandate will remain effective until we receive written notification of any amendment(s).

23.4. If one or more partner(s) die(s), we may, in the absence of any written notification to the contrary, treat the surviving partner(s) as being able to freely carry on the business of the partnership. Please let us know immediately if this is not the case.

23.5. If we are notified of a dispute between the partners, we reserve the right to ask for future instructions to be signed by all partners, unless all partners agree otherwise. We may also cancel access to Corporate Online Banking, to prevent any one partner from carrying out transactions without the authority of the other partner(s).

23.6. If the relationship between you ends (for example, if the partnership is dissolved), we will ask you to give us joint instructions on what we should do with the Account.

23.7. Any changes to the partnership agreement must be notified to us immediately in writing.

24. Limited company Accounts

24.1. Where an Account is held for a limited company, all company officials and authorised signatories must follow the terms of this Agreement and any indebtedness or liability incurred by the limited company to us will be payable on demand.

24.2. All instructions must be given in accordance with the account mandate.

24.3. The account mandate will remain effective until we receive written notification of any amendment(s).

24.4. From time to time we may request a list of current company officials and all authorised signatories who are authorised to sign on behalf of the limited company, including specimens of their signatures.

24.5. In the event that one of the company officials of the limited company dies, we may, in the absence of any written notification to the contrary, treat the surviving company officials for the time being as being able to freely carry on the business of the limited company, until such time as a resolution is passed appointing a replacement.

24.6. In the event of a dispute between company officials, the Account will continue to operate in accordance with the mandate that is in place at that time unless and until we receive written notification of any amendment(s).

24.7. Any changes to the limited company name, address or information material to its insolvency status must be notified to us immediately in writing.

25. Chinese registered company Accounts

25.1. Where an Account is held for a Chinese registered company, the legal representative and all authorised signatories must follow the terms of this Agreement and any indebtedness or liability incurred by the Chinese registered company to us will be payable on demand.

25.2. All instructions must be given in accordance with the account mandate.

25.3. The account mandate will remain effective until we receive written notification of any amendment(s).

25.4. From time to time we may request a list of legal representatives and all authorised signatories who are authorised to sign on behalf of the Chinese registered company, including specimens of their signatures.

25.5. Any changes to the Chinese registered company name or address, or information material to its insolvency status must be notified to us immediately in writing.

26. Embassy/Consulate Accounts

26.1. Where an Account is held for an embassy/consulate, the ambassador/consul and authorised signatories must follow the terms of this Agreement and any indebtedness or liability incurred by the embassy/consulate to us will be payable on demand.

26.2. All instructions must be given in accordance with the account mandate.

26.3. The account mandate will remain effective until we receive written notification of any amendment(s).

26.4. From time to time we may request a list of authorised signatories who are authorised to sign on behalf of the embassy/consulate,

including specimens of their signatures.

26.5. Any changes to the embassy/consulate name or address must be notified to us immediately in writing.

27. Trust Accounts

27.1. Where an Account is held for a trust, all the trustees and any authorised signatories must follow the terms of this Agreement and any indebtedness or liability incurred by the trust to us will be payable on demand. Any obligations you owe to us will be owed by each of the trustees individually as well as jointly. This means, for example, that if you owe us money, we can ask any of the trustees to repay the whole amount owed, and not just a proportion of it.

27.2. All instructions must be given in accordance with the account mandate.

27.3. The account mandate will remain effective until we receive written notification of any amendment.

27.4. From time to time we may request a list of current trustees and authorised signatories of the trust Account, including specimens of their signatures.

27.5. In the event that one of the trustees of the trust dies, we may, in the absence of any written notification to the contrary, treat the surviving trustees for the time being as being able to freely carry on the operation of the trust, until such time as we are advised in writing of a new trustee being appointed.

27.6. If we are notified of a dispute between the trustees, we reserve the right to ask for future instructions to be signed by all trustees. We may also cancel access to Corporate Online Banking to prevent any one trustee from carrying our transactions without the authority of the other trustee(s).

27.7. If the trust is wound up, we will ask you to give us joint instructions on what we should do with the Account.

27.8. Any changes to the trust, such as name and address, must be notified to us immediately in writing.

28. Charitable Accounts

28.1. Where an Account is held for a charity, all of the authorised signatories must follow the terms of this Agreement and any indebtedness or liability incurred by the charity to us will be payable on demand. If the charity is a charitable trust, any obligations you owe to us will be owed by each of the trustees individually as well as jointly. This means, for example, that if you owe us money, we can ask any of the trustees to repay the whole amount owed, and not just a proportion of it.

28.2. All instructions must be given in accordance with the account mandate.

28.3. The account mandate will remain effective until we receive written notification of any amendments.

28.4. From time to time we may request a list of current authorised signatories of the charity account, including specimens of their signatures.

28.5. In the event that one of the authorised signatories of the charity dies, we may, in the absence of any written notification to the contrary, treat the surviving authorised signatories for the time being as being able to freely carry on the operation of the charity, until such time as we are advised in writing of a new authorised signatory being appointed.

28.6. In the event of a dispute between the authorised signatories, we reserve the right to ask for future instructions to be signed by all authorised signatories. We may also cancel access to Corporate Online Banking to prevent any one authorised signatory from carrying our transactions without the authority of the other authorised signatory(ies).

28.7. If the charity is wound up, we will ask you to give us joint instructions on what we should do with the Account.

28.8. Any changes to the charity, such as name and address, must be notified to us immediately in writing.

General

29. Data protection and confidentiality

29.1. This Condition 29 explains how we will use information about you and your representatives once you have applied for any of the products and services covered in this Agreement together with any other products or services where we tell you this section will apply. By applying for any such product or services, you confirm that you and your representatives have authorised the use of their Personal Information by us for the purposes set out below. We will rely on your continuing use of such products and services as authority for us to continue to use the information about you and your representatives in accordance with this Condition 29 (as amended from time to time).

29.2. For the purpose of this Condition 29, 'your representatives' mean the individuals who represent your business, charity or body in your dealings with us and other parties who own and/or are responsible for the management of your business, charity or body (such as partners, directors, officers, members, shareholders, personal representatives and trustees).

29.3. You agree that we may collect, use, process and retain personal or/and confidential information about you and your representatives 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, including the Accounts and services we provide under the

Agreement between you and us;

- 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 and your representatives 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.

29.4. Personal Information will be held by Bank of China (UK) Limited as data controller.

29.5. We will not disclose personal or/and confidential information that we hold about you and your representatives 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 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 or your personal representatives, 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.

29.6. We may seek references or make searches with credit reference agencies about you and your representatives, 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, and your representatives 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 us and other companies for purposes of identification verification, credit decisions, debt recovery and the prevention of money laundering and fraud.

29.7. We may pass information about you and your representatives, and 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.

29.8. Information that we hold about you and your representatives 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 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.

29.9. We may share, analyse and use information about you and your representatives 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.

29.10. 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.

29.11. 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.

29.12. We will keep information about you and your representatives 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.

30. Transfer and/or assignment

- 30.1. 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 cannot transfer or assign any of your rights or obligations in relation to your Account, or grant any security over money held in your Account.

31. Changes to Terms and Conditions

- 31.1. We may change, remove, vary or add to any of the terms of this Agreement at any time and we may change or withdraw any of the services, facilities or benefits made available to you in connection with your Account, for any of the following reasons:

- to reflect any change in law, regulation, codes of practice or guidance, or a recommendation, decision or order of a court, ombudsman, regulator or government body, or new statements, codes of practice or industry guidance designed to enhance consumer protection;
- to make the terms clearer or fairer to you;
- to provide you with extra benefits or additional services; or
- to take account of other changes, if we reasonably believe it is fair to pass the impact of those changes on to you.

In each case, we will act reasonably and any change will be proportionate to the circumstances giving rise to the change.

- 31.2. Where we change the terms and conditions which deal with the way cash or electronic payments (but not cheque payments) can be made into or out of your Account, we will give you personal notice of the change two (2) months prior to the change. You can close your Account at any time before the change comes into effect and the normal notice period for closure will not apply. If you do not close your Account, you will be treated as having accepted the changes.

- 31.3. In all other cases, we can make changes as follows:

- if a change is to your disadvantage we will give you at least sixty (60) days' personal notice in writing before the change comes into effect (except if that length of notice is not possible, such as where the change is needed to comply with a legal or regulatory requirement, a court order, or an instruction from an ombudsman, regulator or government body). You will then have a period of sixty (60) days from the date of the notice during which you can close or transfer your Account and the normal notice period for closure will not apply; or
- if the change is not to your disadvantage we can make the change immediately and without prior notice. We will tell you about the change by posting a notice on our website www.bankofchina.com/uk and in our Branches within thirty (30) days of the change.

32. UK taxation

- 32.1. If you are a company registered in England or Wales and/or maintain a UK address, interest on your deposits will be paid, in accordance with current legislation, without tax deducted.
- 32.2. Should we be required to pay tax on any interest that we have paid you gross, you must repay such amounts immediately on demand.
- 32.3. Credit interest paid on a foreign currency Account 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. How to complain

- 33.1. 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.
- 33.2. If you have a complaint, please contact your Branch. You may also make a complaint in writing to our Complaints Section, Corporate Banking Department, Bank of China (UK) Limited, 1 Lothbury, London EC2R 7DB, who will work with your Branch to resolve your complaint. You can contact us in person, by post, by telephone or by email. Our contact details are set out on the back page of these General Terms and on our website. If you decide to contact us by email, you should use the email address service.uk@bankofchina.com because other email addresses may not be monitored, and this could cause a delay in us dealing with your complaint.
- 33.3. If the complaint cannot be resolved within three (3) Business Days we will acknowledge it in writing within five (5) Business Days 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 can obtain a copy of our complaints procedure in any of our Branches, or you can ask us to send you a copy.
- 33.4. We hope that we will be able to resolve your concerns, but if you are still dissatisfied after receiving our final response letter, you may have the right to refer your complaint to the Financial Ombudsman Service.
- 33.5. 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.
- 33.6. Where your complaint is related to an electronic payment into or out of your Account, a payment of cash into a Payment Account or

a cash withdrawal from a Payment Account or our Corporate Online Banking Service, you may also be able to complain to the Financial Conduct Authority.

34. Important information about compensation arrangements

- 34.1. We are covered by the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to eligible depositors if a bank is unable to meet its financial obligations. Most depositors – including individuals, corporates (regardless of size unless falling under any other exclusion) and small local authorities – are covered by the scheme.
- 34.2. In respect of deposits, an eligible depositor is entitled to claim up to £85,000. The £85,000 limit relates to the combined amount in all the eligible depositor's accounts with the bank and not to each separate account.
- 34.3. For further information about compensation provided by FSCS, including the amounts covered, eligibility to claim and any exclusions, please ask at your local Branch or refer to the FSCS website: www.fscs.org.uk.

35. Other terms

- 35.1. If you are a sole trader and you die, we will suspend activity on the Account (meaning we will not accept instructions from anyone, or allow any further payments out of the Account) until we obtain evidence reasonably satisfactory to us of the right of your personal representatives to give us instructions relating to your estate. These personal representatives may be your next of kin, someone you have appointed under your will, or someone appointed by a court. We will explain to your personal representatives what we need from them in order to allow us to accept instructions from them.
- 35.2. No failure or delay by us in enforcing any of our rights under our Agreement with you will mean that we have given up those rights, and will not affect our ability to enforce any such rights at any time.
- 35.3. If any term or condition in our Agreement with you cannot be enforced (or a court, ombudsman or regulator decides that this is the case), then this will not affect the other terms and conditions.
- 35.4. Nothing in this Agreement is intended for the benefit of any person other than you and us, and anyone to whom we assign our transfer our rights and obligations to in accordance with the terms of this Agreement. No part of this Agreement will be enforceable by any other person, either under legislation or under general law, unless this Agreement expressly says so.
- 35.5. Your Agreement with us is governed by English law and will be subject to the jurisdiction of the following courts:
- if you are resident in Scotland, the courts of Scotland;
 - if you are resident in Northern Ireland, the courts of Northern Ireland; or
 - if you are resident anywhere else, the courts of England and Wales.
- 35.6. The terms of your Agreement are to be interpreted based on the English version of the Agreement. If we communicate with you in English and Chinese, the English version will take precedence and we will not be 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. Conditions 38 to 40 of these Terms contain specific conditions, which apply to Current Accounts, 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. If there is any inconsistency between anything in the General Terms and any of these terms and conditions, these terms and conditions will apply.

36. Accounts

36.1. Accounts may be in pound or in such foreign currencies as we may approve.

37. Minimum credit balance

37.1. The minimum credit balances required to open the All-in-One Fixed Deposit account are listed in the following table:

Account Type	Amount
Business All-in-One Fixed Term Deposit Account	£5,000 (US\$8,000; EUR8,000; HK\$50,000; RMB 20,000)

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

38. Current Accounts

38.1. The Current Account is a Payment Account for the purpose of the General Terms.

38.2. You can make withdrawals from a Current Account in any of the following ways:

- by withdrawing cash at a Branch;
- by writing a cheque, if we have issued you with a cheque book (cheque books are only available on Accounts denominated in pound or US dollars);
- by setting up a standing order or Direct Debit on your Account (these facilities are only available on Accounts denominated in pound); or
- by giving us an instruction to make an electronic payment out of your Account.

39. Instant Access Savings Accounts

39.1. The Instant Access Savings Account is a Payment Account for the purpose of the General Terms.

39.2. Instant Access Savings Accounts may only be opened in pound (GBP), US dollars (USD), euros (EUR) or Hong Kong dollars (HKD).

39.3. Cash transactions in relation to Instant Access Savings Accounts may only be undertaken in person at Banking Department or one of our Branch counters.

39.4. Interest will accrue daily and be credited half yearly in June and December of each year.

39.5. You can make withdrawals from an Instant Access Savings Account in any of the following ways:

- by withdrawing cash at a Branch;
- by writing a cheque, if we have issued you with a cheque book (cheque books are only available on Accounts denominated in pound);
- by setting up a standing order or Direct Debit on your Account (these facilities are only available on Accounts denominated in pound); or
- by giving us an instruction to make an electronic payment.

40. All-in-One Fixed Term Deposit Accounts

- 40.1. An All-in-One Fixed Term Deposit can be made for fixed periods of between one (1) month and one (1) year. For more information on the rates and tenors, please refer to the Summary Box which can be found from www.bankofchina.com/uk.
- 40.2. 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.
- 40.3. During the period of the term for an All-in-One Fixed Term Deposit, no partial withdrawals or deposits of additional funds are permitted.
- 40.4. An All-in-One Fixed Term Deposit is accepted on the basis that such deposits stay with the Bank through the entire term as agreed. However, in exceptional circumstances solely, these funds can be withdrawn before their original intended maturity date, and you will receive 80% of the accrued interest in such an instance.
- 40.5. 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 Condition 37 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.
- 40.6. 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 you chose not to roll over your deposit when you opened your Account or your written instructions to the contrary are received at least seven (7) Business Days prior to maturity.
- 40.7. 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.