

# Barclays Bank Terms

Your agreement with us





# Welcome to Barclays Bank

## Introduction

Thank you for choosing Barclays Bank. Our aim is to meet all your private banking and investment requirements both now and in the future.

These are the terms for certain private banking services, Investment Services and Financial Planning Services (set out in Section D) provided by Barclays Bank. In writing these terms, we keep you, our client, first in mind.

### How to find the terms that relate to your service

The services covered by the Barclays Bank terms are set out in the Contents page. We might provide other services that are covered by both these terms and additional terms. When this applies, we will separately give you any additional terms that apply.

We may also introduce you to other companies in the Barclays Group (subject to eligibility). Other Barclays Group companies that we introduce you to will have separate agreements for the services they provide to you.

To help you navigate these terms we have arranged them as follows:

- This **Introduction** sets out the key points relevant to these terms and the definitions used in our terms. Words which begin with a capital letter have a specific meaning, which is explained in this section. In addition, in the Agreement:
  - “you” and “your” mean any person entering the Agreement with us and, where applicable, their duly authorised representatives, legal Personal Representatives and successors;
  - “we”, “us” and “our” means the Barclays Group company which provides the service to you.
- **Section A** sets out the main terms that apply to all of the services covered by these terms, and is where you can find information on important topics such as: tax obligations, costs and charges, ending services and our complaints process, as well as more information about how we use your personal and/or business information, and our business and contact information.
- **Section B** is where you can find the terms that apply to all our Investment Services.
- **Section C** is where you can find the terms that apply to all our banking services.
- **Section D** is where you can find the terms that apply to Financial Planning Services.
- **Section E** sets out specific terms that are relevant to banking and Investment Services provided from the Isle of Man, Jersey and Guernsey.

### Our legal relationship

Your legal relationship with us is governed by the whole of this document, together with the terms set out in other documents which we give you, such as your Application Form, letters relating to your arranged overdraft facility or other documents setting out our interest rates and charges and those relating to specific financial products (together, the Agreement). You can ask us, at any time, for a copy of any or all of these documents. If the terms in this document are inconsistent with any term in another document in the Agreement, the term in that document will apply (except for any term in this document that clearly states otherwise).

The terms in this Agreement supersede and replace any other terms which may have previously been in force between us.

## Key points

These key points are not a substitute for reading the details of the Agreement and you must familiarise yourself with all aspects of the Agreement that apply to the services you have chosen.

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### Brexit

Following the UK's decision to withdraw from the EU and the passing of the UK Withdrawal Agreement, the UK was in a Transition Period until 31 December 2020. The Transition Period has now ended and new UK laws will replace existing EU regulation which currently applies to certain aspects of our relationship with you. As such, some terms in this Agreement (where possible) have been amended to account for this transition in regulation.

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### Your legal and tax obligations

You have sole responsibility for complying with any applicable laws and regulations and the management of your tax affairs. You confirm that you have been and are compliant with all tax declarations and reporting obligations relating to the Assets held in your Account and any income or gains they produce (the "**Tax Obligations**").

The value to you, and the effects on you, of some of our services may depend on your tax status and you should take your own tax advice to ensure the services are appropriate. We will not provide you with that advice.

In some jurisdictions, we may be required to pass information about you to tax authorities, or deduct withholding taxes or other taxes from any interest or income we pay or pass on to you where Regulatory Requirements require us to do so. You may be unable to reclaim withholding taxes as your Assets will be held in a pooled account.

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### Investment risks

There are risks involved in any investment. The general risks include:

- Volatility of value and returns
- Foreign exchange rate risk
- Some investments may be difficult to sell
- The tax treatment of an investment may change
- Use of borrowing within investments

Please take time to read Section B, Schedule 2 (Investment risk warnings), which contains information on some of the general risks of investing and the nature and risks of particular types of investments.

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### Changes to these terms or ending the services

We can change the provisions of the Agreement from time to time for various reasons we have set out.

Unless the terms of a particular service or product do not permit you to do so, you can end your relationship with us, or any service or product, at any time by giving us 30 calendar days' written notice.

We can also stop providing services by giving you advance notice, or, in certain circumstances (where permitted under this Agreement and/or by law and/or Regulatory Requirements), without giving you notice. Our regulators may also have powers to alter what obligations we owe to you.

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### Your other obligations

You must update us with any changes in your status or information, such as your address or any other changes that are relevant to your Tax Obligations (including tax residency). It is of the utmost importance that we have on file your most up to date contact and bank account details as without these we may not be able to provide important updates to you or pay back funds that are due to you. Please let your usual Barclays Bank contact know about such changes or your relationship manager at another part of Barclays Bank if more appropriate to your circumstances.

Some services may no longer be available if your status changes (for example, if you become resident in another country). If you do not update us you may not receive notices of changes to the Agreement.

It may take time to act on instructions and we may need to clarify instructions. So, you should always instruct us in sufficient time to meet any deadlines.

You must keep any passwords or other security details for your Bank Accounts secret at all times and not disclose them to anyone other than authorised companies that require your Security Information to provide Account Information Services and Payment Initiation Services. “Authorised” specifically refers to authorisation by the Financial Conduct Authority or, prior to the end of the Temporary Permission Regime, another European regulator to provide the relevant service. In the UK the FCA’s register (available at <https://register.fca.org.uk/>) lists companies that are authorised. Before sharing your security credentials or personal information for the purposes of receiving Account Information Services and/or Payment Initiation Services you should check that the service provider is appropriately Authorised. You should always consider the implications of sharing your security credentials and your personal information and tell us if you think someone else (other than Authorised providers of Account Information Services or Payment Initiation Services) may know them. If you do not do so, you may be liable for unauthorised or fraudulent transactions that take place as a result.

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### Other important information

For some financial products and services, you will have a cooling off period in which you can change your mind and cancel the Agreement. This will depend on the product, for example whether this is for a new Bank Account or a new Investment Account.

In certain circumstances, we will have the right to “set off” amounts you owe us or another member of the Barclays Group against any amounts we owe you, including against any amounts in any of your relevant Accounts (including any Bank Account or Investment Account but not including any Client Money we may hold for you). We may sell your investments to recover what you owe us.

Subject to any contrary provision in this Agreement, where we delegate or outsource a function to a third party when providing a service to you or when we appoint a third party to provide services, such as sub-custodians, we may not be liable for certain losses caused by that third party. However, if we delegate or outsource a function which is critical or important to the provision of our services to you, we will remain responsible for the performance of those functions.

We provide banking, investment and other services. Whether you can use these services may depend on your status or location.

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### Questions or complaints?

You may complain to us if things go wrong, and we have procedures for handling your complaints fairly and promptly.

If you have any questions or complaints, please get in touch with your usual contact.

Alternatively, you may also use the general contact details at Section A, Part 3 (About us) of this document.

For complaints, you can find more information at <https://privatebank.barclays.com/support-and-information/complaints/#>

Section A, Part 1, clause 30 (Complaints) outlines our complaints process in more detail.

## Definitions and interpretation

“**Account**” means unless otherwise provided in these terms, a Bank Account, ISA Account, Investment Account(s), Cash Account or other account opened by us for you in relation to a particular Barclays Bank service or product under the Agreement.

“**Account Information Services**” means an online service that allows you to see your accounts with different providers in one place.

“**Advice**” or “**Personal Recommendation**” is a recommendation made to you as an investor or potential investor which constitutes a recommendation to do any of the following (i) buy, sell, subscribe for, exchange, redeem, hold or underwrite a particular Asset; or (ii) exercise or not exercise any right conferred by the Asset to buy, sell, subscribe for, exchange or redeem such Asset; and that is presented as suitable for you; or based on a consideration of your circumstances.

“**Advisory Service**” means a service of the kind described in Section B, Part 3 (Our Advisory Services).

“**Affiliate**” means any undertaking in the Barclays Group.

“**Agreement**” means the terms contained in this document, your Application Form or Application Forms and other documents or information, such as letters relating to your arranged overdraft facility or other documents setting out our interest rates and charges and those relating to specific financial products (e.g. derivative transactions).

“**Application Form**” means the application form (or forms) completed and signed by you requesting the provision of services and products from any member of the Barclays Group specified on the form, and which incorporates these terms.

“**Approved Bank**” means a bank/credit institution with which Barclays Bank under Regulatory Requirements, is permitted to hold Client Money.

“**Arrange**” or “**Arranging**” means where an entity takes an order from you and passes the order to another entity for Execution.

“**Assets**” means any investment or the portfolio of assets (including uninvested cash).

“**Bank Account**” means a deposit account with Barclays Bank PLC, which includes a current account and a savings account.

“**Barclays Bank**” means the business division of Barclays Bank PLC providing private and overseas banking, credit and investment solutions to clients in or from the UK, Jersey, Guernsey and Isle of Man.

“**Barclays Group**” means Barclays Bank PLC, its parent companies and any companies it or its parent companies totally or partly own at any time.

“**Best Execution Policy**” means our policy that requires us to provide best execution as summarised in Section B, Schedule 1 (Best Execution – How we Execute and Arrange transactions for you).

“**Card Based Payment Instrument Issuers**” are payment services providers that issue cards that can be used to initiate a payment transaction from a payment account held with a third party payment service provider.

“**Cash Account**” means a cash account attached to an Investment Account to which Section B (Our Investment Services) applies. A Cash Account is not a Payment Account.

“**Cash Available**” means having cleared cash available for use calculated in the way described in Section B (Our Investment Services) or Section C (Our banking services), as appropriate.

“**Client Assets Statement**” means the quarterly statement we may provide you with in accordance with Section B, Part 1, clause 3.2 (Client Assets Statements).

“**Client Money**” means money of any currency that we receive or hold for you, or on your behalf, in accordance with any applicable Client Money Rules, in the course of, or in connection with, the business contemplated by the Agreement, other than money which is due and payable by you to us or a third party, or which is otherwise excluded from the definition of Client Money under the Client Money Rules (which may or may not be called “client money” under the Client Money Rules in the jurisdiction in which we provide services to you under the Agreement).

“**Client Money Rules**” means Regulatory Requirements in the jurisdiction in which we provide services to you under the Agreement that concern the holding and distribution of Client Money. In the UK, this means Chapter 7 of the FCA's Client Assets Sourcebook in the FCA Rules.

“**Client Money Distribution and Transfer Rules**” means Chapter 7A of the FCA’s Client Assets Sourcebook in the FCA Rules.

“**Collective Investment Scheme**” means a scheme for the management of property of any description which enables participants in the scheme to receive income or profits from that property, such as open-ended investment companies, unit trusts and investment trust companies.

“**Confidential Information**” means all information we receive about you, your transaction and your Accounts, under or in connection with these terms, that is not:

- (a) publicly available;
  - (b) already in our possession;
  - (c) received from a third party who we aren’t aware is under a duty of confidentiality to you; or
  - (d) information we have independently developed
- (other than as a result of breach of these terms by us).

“**Confirmation of Payee**” means the service we provide before accepting certain payment instructions, to check with the bank which will be receiving the payment whether the account name, account number and sort code provided by you, matches the details they hold.

“**Contingent Liability Transaction**” means a transaction that involves any actual or potential liability for you that may exceed the cost of initially acquiring an investment.

“**Costs and Charges Disclosure Documents**” means, in respect to our Investment Services in Section B (Our Investment Services) only, the information we provide to you about our costs and charges in relation to transactions including any pre trade disclosure, post trade disclosure, illustration and/or breakdown. This may include costs and charges disclosures made in reports we make for other purposes, such as our periodic reporting for your Discretionary Investment Management Service, if relevant.

“**Cut-Off Time**” means the time by which we must receive all Payment Orders and payments (including cash) into a Bank Account if they are to be processed that day. The applicable time for each Payment Order can be found on our website.

“**Custody Services**” means the services we provide you with when we hold and administer your Assets or Accounts, in accordance with Section B, Part 8 (Custody Services).

“**Default Actions**” has the meaning provided in Section B, Part 4, clause 5 (Settlement processes and how we will settle with you).

“**Discretionary Investment Management Service**” means a service of the kind described in Section B, Part 2 (Our Discretionary Investment Management Services).

“**Early Termination**” has the meaning given in the Delivery/Receipt versus Payment Service terms in Section B, Part 10 (Investment specific terms).

“**EEA**” means the European Economic Area (and those countries comprising the European Economic Area).

“**Electronic**” and “**Electronically**” means any form of message or communication made by any type of telecommunication, digital or IT device. This includes, for example, text messages, email or communications using online tools we make available to you.

“**Emergency Borrowing**” is a type of borrowing that we can provide in addition to or instead of, an arranged overdraft, where we make additional Cash Available to you up to a pre-authorised limit to cover payments, for example, when there is insufficient cash in your current account, or a transaction will cause you to exceed your arranged overdraft limit.

“**Execute**”, “**Executed**”, “**Executing**” or “**Execution**” means where we either act as your agent to deal in investments with a Market Counterparty or deal in investments as principal based on pricing we are able to obtain from a Market Counterparty.

“**Execution-Only Dealing Service**” means a service of the kind described in Section B, Part 3 (Our Advisory Services).

“**Execution Venue**” means a Trading Venue, systematic internaliser, market maker or other liquidity provider and comparable third country providers.

“**EU**” means the European Union.

**“Faster Payments”** means the faster payments service operated by APACS (Administration) Limited or CHAPS Clearing Company Limited and which Barclays Bank uses, as appropriate.

**“FATCA”** means:

- (a) sections 1471 to 1474 of the International Revenue Code or any associated regulations;
- (b) any treaty, law or regulation of any other jurisdiction, or relating to an intergovernmental agreement between the US and any other jurisdiction, which (in either case) facilitates the implementation of any law or regulation referred to in paragraph (a) above; or
- (c) any agreement pursuant to the implementation of any treaty, law or regulation referred to in paragraphs (a) or (b) above with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction.

**“FATCA Deduction”** means deduction of US withholding tax as required under sections 1471 to 1474 of the Internal Revenue Code, as a result of the application of jurisdictional Intergovernmental Agreements or any associated regulations.

**“FCA”** means the Financial Conduct Authority in the UK, whose current address is 12 Endeavour Square, London E20 1JN, or any succeeding authority.

**“FCA Rules”** mean the legal rules and guidance published by the FCA.

**“FCA’s Custody Rules”** means the rules in Chapter 6 of the FCA’s Client Assets Sourcebook in the FCA Rules.

**“Financial Planning Services”** means the wealth planning services described in Section D (Financial Planning Services).

**“Funds For Investment”** means cash balances that you hold with us for investment purposes.

**“FX”** means the foreign exchange market.

**“Insolvency Event”** means:

- (a) you have become bankrupt, insolvent or you are unable to pay debts as they fall due; or
- (b) any step, application or proceeding has been taken by you or against you or in respect of the whole or any part of your undertaking, for a voluntary arrangement or composition or reconstruction of your debts, winding up, bankruptcy, dissolution, administration, receivership or otherwise or, any similar proceeding in any jurisdiction.

**“International Revenue Code”** means the Internal Revenue Code of 1986.

**“Investment Account”** means an investment account which you hold with Barclays Bank for the purposes of Investment Services, and to which Assets are recorded or in which, where we provide custody, your Assets are held.

**“Investment Objective”** means the investment objective that you have discussed and agreed with us (or where relevant, a financial adviser) for a particular service.

**“Investment Services”** means Arranging, Executing, Advice, Discretionary Investment Management Services and Custody Services.

**“Investment Strategy”** means the investment strategy that you have discussed and agreed with us (or where relevant, a Financial Advisor) for a particular service.

**“ISA”** and **“ISA Account”** means an Individual Savings Account subject to and created under the ISA Regulations, including, in relation to Barclays Bank, a Stocks & Shares ISA or any other kind of individual savings account, from time to time, permitted by the ISA Regulations and made available to you by Barclays Bank under these terms.

**“ISA Regulations”** means the Individual Savings Account Regulations 1998, as amended or supplemented from time to time.

**“KID”** means a key information document that we are required to provide to you with respect to packaged Retail Investment Products (such as money market funds and structured products).

**“KIID”** means a key investor information document that we are required to provide to you with respect to UCITS funds.

**“LEI”** means a legal entity identifier.

**“Leveraged Financial Instrument”** means a financial instrument that has the potential to magnify your exposure to an underlying risk (e.g. a future or other margined transactions).



“**Limit Order**” means an instruction to place a trade at a price (agreed with us) that is more advantageous to you than the market price at the time the order is placed, for example, an instruction to sell at a price that is higher than is currently available or, to buy at a price that is lower than is currently available.

“**Losses**” means all reasonable losses, costs, expenses, damages and liabilities.

“**Margin**” means cash or Assets that you deposit with us in connection with a liability you owe Barclays Bank.

“**Market Counterparty**” means an Execution Venue or other third party firm (that may be a member of the Barclays Group or separate division such as the investment banking division).

“**Market Rules**” has the meaning given in Section B, Part 4, clause 1.13 (Market Rules).

“**MTF**” is short for Multilateral Trading Facilities, which are explained in Section B, Schedule 1 (Best Execution – How we Execute and Arrange transactions for you).

“**OTF**” means an Organised Trading Facility. This is a multi-lateral trading system in which multiple third party buying and selling interests are traded as defined in the FCA Rules.

“**Packaged Product**” means: (a) a life policy; (b) a unit in a Regulated Collective Investment Scheme; (c) an interest in an investment trust savings scheme; (d) a stakeholder pension scheme; (e) a personal pension scheme; whether or not (in the case of (a), (b) or (c)) held within a wrapper and whether or not the packaged product is also a stakeholder product.

“**Payment Account**” means a Bank Account that is predominantly used for making payments rather than for saving. We will tell you when you open a Bank Account if it is not a Payment Account (also referred to as a restricted access Account).

“**Payment Instrument**” has the meaning given in Section C, Part 1, clause 2 (Your consent to making payments).

“**Payment Initiation Services**” means an online service that allows you to instruct payments to be made from your Account by a third party.

“**Payment Order**” means an instruction to make payments (for example, by direct debit, cheque or direct transfer) or cash withdrawals.

“**Personal Notice**” means any notice sent to you by post or Electronically, including notices sent with a statement.

“**Personal Representative**” means:

- (a) the individuals who have obtained probate, confirmation, letters of administration or their equivalent on your death, or have satisfied us that they intend to, and who have the power to give us competent instructions relating to your estate; or
- (b) the individuals from whom we have been reasonably satisfied it is legitimate for us to take instructions in relation to your estate, after your death and after we have satisfied ourselves there is no person willing and able to apply for the authorisations normally required by law to administer your estate.

“**Personal Reserve**” means a type of borrowing that we can provide in addition to or, instead of, an arranged overdraft where we make additional Cash Available to you up to a pre-authorised limit to cover payments, for example, when there is insufficient cash in your current account, or a transaction will cause you to exceed your arranged overdraft limit.

“**PIN**” means personal identification number.

“**PINsentry**” means the device that helps keep your online banking transactions secure, usually delivered through a handheld card reader, or as part of the online banking app on your mobile phone.

“**PRA**” means the Prudential Regulation Authority in the UK, whose current address is 20 Moorgate, London EC2R 6DA, or any succeeding authority.

“**PRA Rules**” mean the legal rules and guidance published by the PRA.

“**Provider**” means an external provider of benefits and services to you under the Agreement or any other agreement you have with Barclays Bank.

“**Reference Exchange Rate**” is a rate that is used as a basis for converting one currency into another which we set and make publicly available or comes from another available source (such as a rate set by Visa or MasterCard).

“**Reference Interest Rate**” is a rate on which a tracker rate will be based, such as the Bank of England’s base rate or another central bank rate;

**“Regulated Collective Investment Scheme”** means a Collective Investment Scheme that can be marketed to the public generally in the jurisdiction in which we provide services to you under the Agreement.

**“Regulated Market”** as defined in the FCA Rules, being broadly, an EEA multilateral trading system operated/managed by a market operator which brings together or facilitates the bringing together of multiple third-party buying and selling interests in financial instruments – examples in the UK are the London Stock Exchange and Euronext.

**“Regulatory Requirement”** means:

- (a) any obligation that we or, where relevant, another person, has to comply with under any law or regulation (including any tax legislation or rules made by an applicable regulatory body), or as the result of a decision by a court, ombudsman or similar body; or
- (b) any obligation under any regulatory or industry guidance or codes of practice which we or, where relevant, another person, follows; or
- (c) any other legal or regulatory requirement governing the provision of financial services in the jurisdiction in which we provide services to you under the Agreement.

**“Retail Investment Product”** has the meaning given to that expression in the FCA Rules but includes life policies, personal pension schemes (including stakeholder schemes) and investment trust securities.

**“Security”** or **“Securities”** means shares, stocks, bonds, debentures, notes, certificates of indebtedness, warrants or other securities or financial instruments (whether represented by a certificate or by a book-entry on the records of the issuer or other entity responsible for recording such book-entries).

**“Security Information”** means any security procedures, password, security keys, cards, personal identifier, codes, PINs or encryption device provided to or agreed with you for use in connection with the services to be provided under the Agreement.

**“Settlement Fails Procedure”** means our process (as amended from time to time) for taking actions in the event a transaction fails to settle. (Please refer to the latest version on our websites: [privatebank.barclays.com/terms](http://privatebank.barclays.com/terms), [overseas.barclays.com/terms](http://overseas.barclays.com/terms) or [international.barclays.com/terms](http://international.barclays.com/terms)).

**“Scrip Dividend”** has the meaning given in Section B, Part 4, clause 14 (Your income).

**“Stocks & Shares ISA”** means an ISA that is limited to holding shares in companies, Regulated Collective Investment Schemes and corporate or government bonds, in accordance with the ISA Regulations.

**“Stop-Loss Order”** means, for the purpose of the FX services, an instruction to place a trade at a rate (agreed with us) that is less advantageous to you than the market rate at the time the order is placed, for example, an instruction to sell at a rate that is lower than is currently available or to buy at a rate that is higher than is currently available.

**“Temporary Permission Regime”** means the UK regime which permits certain entities authorised by European regulators in the EU to continue to provide certain financial services into the UK.

**“Trading Platform”** has the meaning given under Section B, Part 4, clause 21 (Access to a Trading Platform).

**“Trading Venue”** means a Regulated Market, MTF or OTF.

**“Transition Period”** means the transition or implementation period agreed between the UK and the EU as part of the UK’s withdrawal from the EU, which ended on 31 December 2020.

**“UK”** means the United Kingdom of Great Britain and Northern Ireland but not the Isle of Man or Channel Islands.

**“UK Withdrawal Agreement”** means the Agreement on the withdrawal of the United Kingdom of Great Britain and Northern Ireland from the European Union and the European Atomic Energy Community, dated 19 October 2019.

**“Unregulated Collective Investment Scheme”** means a Collective Investment Scheme that is not authorised for distribution to the public generally in the jurisdiction in which we provide services to you.

**“US”** means the United States of America.

**“Working Day”** means any day on which Barclays Bank providing the service to you is open for business to accept instructions. Although some of our branches are open at weekends and we may provide certain Electronic and telephone services that can be accessed seven days a week, we cannot usually act on Payment Orders or make payments into accounts at weekends or on public holidays.

Words which begin with a capital letter that have not been defined in this Definitions and interpretation section or elsewhere in the Agreement are terms that have been defined in the FCA or PRA Rules and will have the same meaning in the Agreement.

# Contents

Clause	Page		
		<b>Part 2 : Your personal information and your business information</b>	<b>32</b>
		<b>Part 3 : About us</b>	<b>33</b>
		1 Our business	33
		2 Company details	33
		3 Our websites	33
		4 Contacts	33
		<b>Section B – Our Investment Services</b>	<b>35</b>
		<b>Part 1 – All Investment Services</b>	<b>35</b>
		1 Your categorisation under the Regulatory Requirements	35
		2 Our role as manufacturer and/or distributor of investments	35
		3 Client reporting	36
		4 Transferring in and cashing in your Assets	36
		5 Conflicts of interest	37
		6 Inducements	39
		7 Matters relevant to specific types of investment	39
		8 Key Information Documents (“KIDs”) and Key Investor Information Documents (“KIIDs”)	39
		9 Geographical restrictions	39
		<b>Part 2 – Our Discretionary Investment Management Services</b>	<b>40</b>
		1 How we will provide these services	40
		2 Investment Strategies and Objectives	40
		3 Client reporting	41
		4 Valuations and performance assessment	41
		5 Derivatives	41
		<b>Part 3 – Our Advisory Services</b>	<b>42</b>
		1 The nature of our Advisory Services	42
		2 Investment Strategies and Objectives	42
		3 Ongoing Advisory Services	42
		4 The scope of our Advice	43
		5 Market commentary or trade information	43
		<b>Part 4 – Our dealing services</b>	<b>44</b>
		1 Executing and Arranging transactions for you	44
		2 Combining orders – “aggregation”	46
		3 Split orders	46
		4 Limit Orders	46
		5 Settlement processes and how we will settle with you	47
		6 DVP settlement	48
		7 Supplementary payment obligations	48
		8 Pricing errors	48
		<b>Section A –Your relationship with Barclays Bank</b>	<b>12</b>
		<b>Part 1 – Your relationship with Barclays Bank</b>	<b>12</b>
1	Eligibility	12	
2	Contacting us	12	
3	How we can contact you	12	
4	Your instructions	13	
5	Stopping your instructions	14	
6	Refusing your instructions	14	
7	Authorised persons	14	
8	Online services	15	
9	Your obligations	16	
10	Our liability to you	16	
11	Costs, charges and interest	17	
12	Ending the relationship, services or products	18	
13	Language	19	
14	Anti-money laundering and “know your client” information	19	
15	Law and legal proceedings	20	
16	Your right to cancel	20	
17	Single financial relationship	20	
18	Tax	21	
19	International taxation arrangements	21	
20	Restrictions for US residents, citizens and taxpayers	22	
21	Variations	22	
22	Notifying you of changes	24	
23	Joint Accounts	25	
24	Dealing with Personal Representatives and insolvency practitioners	26	
25	Security and set off	27	
26	Assignment	28	
27	Delegation	29	
28	Unenforceable terms and impact on the Agreement	29	
29	Third party rights	29	
30	Complaints	29	
31	Deposit and investment protection	30	
32	Bail In	30	
33	Sharing funds with other parts of the Barclays Group	31	
34	Trustees	31	
35	Confidentiality	31	

9	Errors in quoted prices	48	<b>Schedule 3 : Stabilisation</b>	<b>77</b>	
10	Changes to status of orders	48	1	Risk warning in respect of Securities that may be subject to stabilisation	77
11	When settlement fails	48	2	What is stabilisation?	77
12	Buy-ins	49	3	The stabilisation rules:	77
13	Margin requirements for Contingent Liability Transactions and leverage trading positions	49	<b>Section C – Our banking services</b>		
14	Your income	50	<b>Part 1 – Operating your Bank Account</b>		
15	Suitability and appropriateness of transactions	50	1	Your Accounts	78
16	Confirmation of transactions	51	2	Your consent to making payments	78
17	Reporting	52	3	Security	78
18	Trading and position limits	52	4	Making payments	79
19	Transmission delays	52	5	Limits on instructions	79
20	Timing of instructions	52	6	When we can stop or suspend the use of a Payment Instrument	80
21	Access to a Trading Platform	52	7	Refusing Payments	80
<b>Part 5 – Derivatives and FX contracts</b>			8	Changing or cancelling payments	80
1	Executing derivatives and FX contracts with you	54	9	Lost or stolen cards and other Payment Instruments	81
2	Derivative and FX contract pricing	55	10	Interest and tax deductions	81
3	Additional agreements and term sheets	55	<b>Part 2 – Making and receiving payments</b>		
4	Netting agreement	55	1	Payments into your Bank Account	83
<b>Part 6 – Stocks &amp; Shares ISA terms</b>			2	Electronic payments from your Bank Account	84
1	Eligibility	56	3	Cheques from your Bank Account	85
<b>Part 7 – Investment research services</b>			4	Card payments in a foreign currency or country	85
1	Accessing investment research	59	5	International payments	85
<b>Part 8 – Custody Services</b>			6	Unauthorised payments from your Bank Account (other than your Cash Account)	86
1	Holding your Assets	60	7	Unauthorised payments from your Cash Account	87
2	Pooling of Assets	61	8	Lost or mistaken payments from your Bank Account (other than your Cash Account)	87
3	Corporate actions and voting rights	62	9	Lost or mistaken payments from your Cash Account	88
4	Income and entitlements	63	10	Refunds for certain payments to your Bank Account (other than your Cash Account)	89
5	Location of custody	63	11	Refunds for certain payments to your Cash Account	89
6	Stock shortfalls	63	12	Our liability	89
<b>Part 9 – Holding cash for Investment Services</b>			<b>Part 3 – Other Bank Account services</b>		
1	Holding cash as banker	64	1	Borrowing on your Bank Account	90
2	Holding cash as Client Money	64	2	Statements for your Bank Account (not including your Cash Account)	90
3	Dealing with Client Money	66	3	Statements for your Cash Account	91
4	Investment Services with associated Cash Accounts	66			
<b>Part 10 – Investment specific terms</b>					
1	Delivery/Receipt versus Payment Service	67			
<b>Schedule 1 : Best Execution – How we Execute and Arrange transactions for you</b>					
<b>Schedule 2 : Investment risk warnings</b>					
1	General risks	70			
2	Investment specific risks	72			

<b>Section D – Financial Planning Services</b>	<b>92</b>
1 Financial Planning Services	92
<b>Section E – Isle of Man, Jersey and Guernsey specific terms</b>	<b>93</b>
1 Introduction	93
2 Complaints	93
3 Deposit and investment protection applicable to the Isle of Man, Jersey and Guernsey	93
4 Right to inspection in the Isle of Man	94
5 Ending the relationship, services or products in the Isle of Man	94
6 Cash accounts held in Jersey	94
7 Specific Bank Account terms for accounts opened in the Isle of Man, Jersey and Guernsey	94
8 Dormant and lost account provisions for Jersey and Isle of Man	94

# Section A – Your relationship with Barclays Bank

## Part 1 –Your relationship with Barclays Bank

Whichever services you choose, this Section A will apply to our relationship with you.

### 1. Eligibility

- 1.1 To receive services from us, you must have met and meet relevant eligibility criteria as determined by us from time to time. If you have a joint Account, both joint Account holders may need to meet the eligibility criteria. If at any time you (or one of the Account holders on a joint Account) cease to meet this criteria (which may include changes to residency), or if we have reason to believe that you do, you may not be able to use our services and we may terminate the Agreement with you, as set out in Section A, Part 1, clause 12 (Ending the relationship, services or products) below.

### 2. Contacting us

- 2.1 You can contact us through your usual contact or by post or telephone using the contact details we give you and/or as set out in Section A, Part 3 (About us) of the Agreement.
- 2.2 We also agree that you can contact us Electronically for certain types of communication. We will tell you what methods of communication you can use to contact us and for what purpose. There is no guarantee that all means of communication will be secure, virus free or successfully delivered. We are not liable to you if, due to circumstances beyond our reasonable control, communications are intercepted, delayed, corrupted, not received or received by someone else. If we think this has happened, we will try to contact you.

### 3. How we can contact you

- 3.1 We will contact you by post, telephone, fax or Electronically using the details you have given us. We may also provide information on our website where we consider it appropriate to do so.
- 3.2 We may leave messages for you to contact us on an answering machine, or with the person answering the telephone, unless you tell us not to.
- 3.3 We may record or monitor telephone calls and Electronic communications for the purposes of training, checking instructions, verifying your identity and ensuring that we are meeting our service standards and Regulatory Requirements. These recordings may be used as evidence if there is a dispute. Copies of recordings that we make of conversations with you (by telephone or by Electronic communication or meeting minutes) will be made and these will be available on request for a period of five years and, where requested by the FCA or any other competent authority, for a period of up to seven years.
- 3.4 If you have been introduced to us by a corporate services provider (for example a professional trust company, fund administrator or private wealth manager), and your corporate services provider is managing your Account with us, we will treat you as our client. If you consent, we may treat your corporate services provider as your agent for the purposes of contacting you, corresponding with you and notifying you of any changes to your Account(s) in accordance with these terms. We will always make it clear to your corporate services provider in such communications that the content of those communications applies to you / your Account(s) held with us, and we will still provide you with your confirmation statements, Client Assets Statements and valuation reports as applicable, as well as any risk warnings applicable to you. You can change this at any time by notifying your usual Barclays Bank contact in writing.
- 3.5 We may provide information to you via a website where this is permitted by Regulatory Requirements and as agreed between us either in the Agreement or otherwise. We will notify you of the website address Electronically when such information is accessible and when such information is revised. In accordance with your separate specific consent to receive information via a website you agree that we may in particular provide the following to you via a website:
  - (a) our terms and conditions for the services we provide;
  - (b) a general description of the nature and risks of financial instruments, including KIDs and/or KIIDs;

- (c) our published fee tariffs, Costs and Charges Disclosure Documents and any other information on our costs and charges; and
  - (d) details of our Best Execution Policy.
- 3.6 Unless you tell us not to, we may provide correspondence, such as statements of Accounts and notices, Electronically, in which case we will assume you received it on the next Working Day.
- 3.7 If we send correspondence by post, we will assume it has been received by you:
- (a) no later than four Working Days after posting, if sent to an address in the country where we provide the service (and we will treat the UK as a single country for these purposes); or
  - (b) no later than ten Working Days after posting, if sent internationally.
- 3.8 You can ask us not to contact you by post, where there is a risk to the security or integrity of information in documents sent by post in a particular country. We can also refuse to send documents or other materials by post to certain countries for this reason. If we do this, we will make letters or documents we need to send you available at one of our branches, or at another secure location.
- 3.9 In the event of suspected or actual fraud or security threats to your Account, we will use SMS, telephone, post or another secure procedure to contact you. When we contact you, we will verify your identity for security purposes and let you know the details.
- 3.10 When we send or provide information to you, we'll use the most recent contact details we have for you. If these details change and you don't tell us straight away, you might not receive information that could be important – or it could fall into the wrong hands. If you have given us any contact details (even if you think we don't use some of them, such as your mobile phone number), you must let us know if they change.

This will include your:

- (a) home or correspondence address;
  - (b) email address;
  - (c) landline phone number; and
  - (d) mobile phone number.
- 3.11 It's very important that you also keep us informed if there are any changes to your situation, personal details or any other important changes that are relevant to us – for example, if you:
- (a) change your name;
  - (b) change your nationality;
  - (c) move to another country; or
  - (d) change the way you sign your name.
- 3.12 If you don't keep all your details up to date, this might affect your eligibility for your Accounts, the products and services we can offer you, or how they work.

#### 4. Your instructions

- 4.1 You can normally give us instructions in the same ways as you can contact us. We will tell you about any limitations and we may, for example, require you to set up security procedures or take other steps before being able to give us instructions in certain ways.
- 4.2 Before we will act on an instruction, we will take steps to check that the instruction is clear, is given by you, or on your behalf, and meets any specific requirements that apply to the particular product or service.
- 4.3 We will treat an instruction as genuine if we believe, in good faith, that the instruction is from you or any authorised person (for example, because it appears to have been signed by you or an authorised person or, the security procedures have been completed) and there are no circumstances we are, or should reasonably be, aware of that cast doubt on the authenticity of the instruction.
- 4.4 We may assume, unless we are aware of an obvious error, that the information you (or a third party you have authorised) give us for an instruction, including any account number quoted in the instruction, is correct.

- 4.5 Unless we agree otherwise, instructions are effective when we receive them. We will not generally acknowledge receipt of instructions other than by acting on them.
- 4.6 You may need us to act on an instruction before a deadline, for example, before a subscription period expires. Where that is the case, you must ensure that you allow reasonable time for us to process your instruction and communicate it to relevant third parties, taking into account that we may require written instructions in some circumstances, and that instructions received on non-Working Days or towards the end of a Working Day may not be received, accepted or acted upon until the following Working Day. For particular Cut-Off Times that may apply to banking services, please refer to Section C, Part 1, clause 4.6 (Making payments).
- 4.7 We will not be liable for any failure to meet a deadline where clear instructions are not received from you within a reasonable time before the deadline.

## 5. Stopping your instructions

- 5.1 We start processing instructions when we receive them and may not be able to stop or change them. If we are able to cancel your instructions, we may charge a fee. Copies of our published fee tariffs are available on request.

## 6. Refusing your instructions

- 6.1 We can refuse to act on any instruction or accept a payment into an Account if we reasonably believe that:
- (a) the instruction is not clear, does not satisfy any requirements that apply to the service or product or was not given by you or an authorised person;
  - (b) by carrying out the instruction we, or another Barclays Group company, might break a law, regulation, code or other duty which applies to us or become exposed to action or censure from any government, regulator or law enforcement agency; or
  - (c) it is for a payment to or from, or you are trying to make a debit card payment in pounds sterling or in a foreign currency in, a restricted country. We will tell you which countries are “restricted” on request or if you try to make a payment or debit card payment there.
- 6.2 If we receive any Payment Order or other investment instruction or payment instruction and:
- (a) we are concerned that it may not have come from you or an authorised person, it contains incorrect information or is illegible;
  - (b) it is for more than a limit we set for security purposes; or
  - (c) for some other reason, such as suspected fraud, we want to check the instruction with you,
- we can ask you to confirm it in a manner reasonably acceptable to us and we will not act on it until you have confirmed it.
- 6.3 Unless Regulatory Requirements prevent us from doing so, we will try to tell you:
- (a) if we refuse to act on any instruction;
  - (b) our reasons for refusing; and
  - (c) what you can do to correct any errors in the instruction.

We will do this at the earliest opportunity and, in the case of a Payment Order, by the time the payment should have reached the bank you asked us to make the payment to. You can also ask us why we have refused to carry out your instruction subject to Regulatory Requirements.

## 7. Authorised persons

- 7.1 If you have selected authorised persons to act for you, then subject to any limitations due to Regulatory Requirements or any specific limitations that we agree with you when you appoint that person, the authorised person may give any payment instructions for you and may otherwise enter into transactions with us for you, including:
- (a) entering into agreements with us for the provision of further products or services which they consider to be in your interests;
  - (b) giving us instructions and setting up security procedures for giving instructions in connection with services and products;



- (c) changing the authorised persons at any time by giving us written notice; and
  - (d) receiving and providing us with information relevant to your Account.
- 7.2 We may act on instructions given by authorised persons and may disclose Account balances and any other details about your Accounts to them.
- 7.3 You alone will be responsible for:
- (a) instructions given by a person you have told us is authorised to give instructions for you; and
  - (b) the manner in which an authorised person uses your Account.
- 7.4 We can continue to act on instructions from an authorised person until we receive written notice from you that they are no longer authorised. If one or more authorised person dies, loses their legal capacity or renounces the powers granted to them, we will assume the remaining authorised persons continue to be authorised unless you tell us otherwise in writing.
- 7.5 Unless otherwise agreed between us, individuals authorised to give instructions on accounts of unincorporated clubs, charities, societies and other forms of association are individually and jointly liable for money owed to us. This means that we have the right to demand repayment of the full amount owed to us, and not just a share of it, from all or any of the authorised signatories.

## 8. Online services

- 8.1 We will take reasonable care to ensure the security of, and prevent unauthorised access to, our online services.
- 8.2 While we will make reasonable efforts to provide the online services, we may suspend the operation of our online services, including any Trading Platform, where we reasonably consider it necessary, including for technical problems, emergencies, maintenance, regulatory reasons, where we decide it is sensible for our protection or to ensure the continued availability of the online services or Trading Platform.
- 8.3 You must:
- (a) follow the procedures and instructions in any user guidance that we give you from time to time, including using PINsentry or any other authentication device we give you where required to authenticate your payment instructions; and
  - (b) tell us as soon as you can if you become aware of any failure, delay, malfunction, virus or error in the sending or receiving of instructions or any suspected fraud.
- 8.4 We will not be liable for any Losses you may suffer due to any failure of the online services, including any Trading Platform, transmission failure or delays or similar technical errors, or problems with the software or data feeds provided by third parties, to the extent that the failure is beyond our reasonable control.
- 8.5 You should ensure your computer, modem or any other device you use complies with the standards and requirements we tell you from time to time and carry out your own regular virus checks and security updates.
- 8.6 If you use our online services, including Trading Platforms and the Barclays app, outside the jurisdiction in which we provide services to you, you do so at your own risk, as it may be against the law in that country. Our online services use encryption. Some countries do not allow encrypted data on their phone networks and so you should check before you use them in another jurisdiction. If you do use online services, including Trading Platforms and the Barclays app in a jurisdiction where it is not permitted, Barclays will not be liable.
- 8.7 Unless we tell you otherwise, any software, hardware or device we provide to you in connection with online services, including Trading Platforms, is licensed to you. The copyright and all other rights in it and in any user guides or other information we provide to you, remains owned by us or by the person who licenses it to us, if applicable. You must use it exclusively in connection with the Agreement and as described in any user guide or other information we provide to you. You will obtain no rights, title or interest in any such materials or intellectual property rights relating to them.
- 8.8 The records we maintain of any online messages, instructions, payments or other transactions will be final evidence of those messages, instructions, payments or other transactions and of the time they are given or carried out except where there is an obvious mistake or other evidence of equivalent quality is available.
- 8.9 You are responsible if, when you use our online services, you give us incorrect instructions or mistakenly instruct us to make the same payment more than once.

## 9. Your obligations

- 9.1 To help prevent fraud and protect your Accounts and Assets, you must:
- (a) keep your Security Information secret at all times and not disclose it to any third party. This includes Authorised providers of Account Information Services, Payment Initiation Services and/or Card Based Payment Instrument Issuers as set out in Section C, Part 1, clause 3 (Security);
  - (b) take all reasonable care to prevent unauthorised or fraudulent use of your Security Information by others; and
  - (c) contact us, without undue delay, using the contact details provided if you know or suspect that someone knows your Security Information or is impersonating you.
- 9.2 Please tell us whenever your contact details change, because we will use the most recent contact details on our records whenever we send you correspondence. If you do not tell us:
- (a) the security of your information could be at risk; and
  - (b) you might not receive communications which could be important, including notices relating to the Agreement.
- 9.3 If we send you a Personal Notice to notify you of a change to the Agreement but we are unable to reach you using reasonable methods because your contact details have changed and you have not informed us, the change will be applied as set out in that notice.
- 9.4 You must also tell us without delay if your residency or citizenship status changes or if there is any other material change to the information you have given us as this may affect the services we provide. You must give us any information we reasonably require about your identity or affairs.
- 9.5 You must ensure that your information can be accessed or used only by people who have your permission to do so.
- 9.6 You must promptly check any confirmation of transactions or statement that we provide you and contact us without undue delay if you think it is inconsistent with your instructions or there is any inaccuracy.

## 10. Our liability to you

- 10.1 Nothing in the Agreement will exclude or limit any duty or liability:
- (a) we may have to you under Regulatory Requirements; or
  - (b) that applicable law does not allow to be excluded or limited.
- 10.2 We are not otherwise liable to you for any Losses unless directly caused by our negligence, wilful default or fraud (for example, we would be liable to you if we negligently delegated to a sub-custodian).
- 10.3 We are never liable to you for:
- (a) any Losses arising from any cause beyond our reasonable control and the effect of which is beyond our reasonable control to avoid;
  - (b) any Losses that we could not reasonably have anticipated when you gave us an instruction; or
  - (c) any loss of business, loss of goodwill, loss of opportunity or loss of profit.
- 10.4 We are not liable to you if we fail to take any action which in our opinion would breach any Regulatory Requirement or market practice. To the extent there is any conflict between the Agreement and our duties under any Regulatory Requirement or market practice, we will act in a way we reasonably consider necessary to comply with such Regulatory Requirement or market practice. We will not be treated as having breached the Agreement as a result.
- 10.5 Members of the Barclays Group are each separately responsible for their own services and any actions or omissions undertaken in the course of providing them. This responsibility is individual to each entity which means that neither Barclays Bank PLC nor any other Barclays Group company referenced in these terms will be, or will be taken to be, jointly responsible with the other or liable to you under the Agreement for Losses not caused by itself.
- 10.6 In addition to this clause 10, depending on which services you choose, different liability provisions may apply for particular services, as set out in the terms for those services.

## 11. Costs, charges and interest

- 11.1 We will provide you with appropriate information about the costs and related charges with regard to our services and products both before and after we provide them. These costs and charges will include fees, commissions and debit interest. We will provide this information to you through our published tariffs or as otherwise agreed in writing. Copies of our published fee tariffs are available either from our website or on request. It is your obligation to pay those costs and charges incurred by you.
- 11.2 The information on costs and related charges will include information relating to our Investment Services (including ancillary services we provide such as ISA related services), including the cost of advice, where relevant, the cost of the financial instrument recommended or marketed to you and how you may pay for it. This information will itemise any third-party payments we receive in respect of the Investment Service.
- 11.3 The information about all costs and charges, including costs and charges in connection with the Investment Service and the financial instrument, which are not caused by the occurrence of underlying market risk, shall be aggregated to allow you to understand the overall cost as well as the cumulative effect on return of the investment. Where applicable, we will provide this information to you on a regular basis, at least annually, during the life of the investment. If you so request, an itemised breakdown can be provided.
- 11.4 We set out how we may vary costs and related charges in Section A, Part 1, clause 21 (Variations).
- 11.5 You are liable for any costs and charges that we could reasonably have anticipated and that we properly incur under the Agreement, including reasonable commissions, transfer and registration fees, stamp duties, transaction taxes or any other taxes and other fiscal liabilities and, any Losses we suffer if you fail to carry out your obligations under the Agreement. We will not make a claim from you in relation to loss of business, loss of goodwill, loss of opportunity, or loss of profit.
- 11.6 We will charge you VAT or comparable sales taxes where Regulatory Requirements require us to do so.
- 11.7 We will pass on any third-party brokerage charges for transactions we Execute for you. These charges will be indicated on the confirmation and periodic statement or otherwise in accordance with Regulatory Requirements.
- 11.8 We may levy our own dealing commission on transactions effected for you. Where we do so:
- these will be as set out in our published fee tariffs, our Costs and Charges Disclosure Documents, or as we otherwise agree with you;
  - we may pay a portion of the charge to a third party outside the Barclays Group; and
  - we may also pay a portion of the charge to other members of the Barclays Group.
- 11.9 We or other members of the Barclays Group, where Regulatory Requirements allow, may receive or retain, rebates, commissions or other benefits relating to certain categories of investments (for example, Collective Investment Schemes, life assurance contracts or structured products) that we recommend or purchase in providing our services, and you consent to us retaining such commissions, rebates or other benefits. We will provide you with further details about such arrangements as they relate to particular services before providing you with these services and afterwards on request.
- 11.10 Where we refer you to other parts of the Barclays Group for products and services and we are not involved in the provision of services to you, the relevant provider in the Barclays Group will provide you with information on costs and related charges directly.
- 11.11 The payment of interest on your Accounts is as set out in Section B (Our Investment Services) for Accounts you have with us as part of our providing Investment Services and in Section C (Our banking services) for Accounts you have when we are providing banking services.
- 11.12 Subject to Regulatory Requirements, we may pay interest or charge interest, fees and other charges under the Agreement by crediting the relevant account or by debiting any Account you hold with us or any member of the Barclays Group, in accordance with Section A, Part 1, clause 25 (Security and set off).
- 11.13 If you do not pay us amounts when due, we may charge default interest as set out in our published fee tariffs and our other Costs and Charges Disclosure Documents. If you do not pay us as set out in the terms of your Account, we may use the cash or sell Assets within your Account to meet the unpaid charges, or take other steps as set out in the terms of your Account, provided that we have given you Personal Notice. This does not restrict our ability to take legal or other action to recover the debts caused by the non-payment of charges due to us by you.

11.14 We apply different fees and/or debit interest for our different borrowing products, such as mortgages, loans and arranged overdrafts. Where interest will be applied or charged for such a product we will provide you with information about the interest rate we charge and any changes to the rate if that rate is a “Barclays managed rate” or a “tracker rate”. A Barclays managed rate is a rate we set and can change. A tracker rate is a rate which moves in line with changes to a Reference Interest Rate. In the event that for any reason a Reference Interest Rate materially changes or ceases to be available, it will be replaced by an alternative rate that we reasonably consider to be its closest available equivalent.

## 12. Ending the relationship, services or products

### How we terminate

12.1 Unless the terms of a particular service or product do not permit you to do so, you can end your relationship with us, or any service or product, at any time by giving us 30 calendar days’ written notice.

12.2 Unless the terms of a particular service or product do not permit us to do so (for example, because it is a fixed term product), we may terminate individual services or products, or our entire relationship with you, by giving you 30 calendar days’ Personal Notice. In the case of Payment Accounts, we will give you two months’ Personal Notice.

12.3 Where we terminate a specific service or product, this will not affect other services or products provided to you and the Agreement will continue to govern the provision of those services or products.

12.4 We may also terminate the Agreement or any Investment Service, banking service or Financial Planning Services, or freeze any Accounts without giving Personal Notice in advance, if we reasonably believe that you have seriously or persistently broken any terms of the Agreement, such as, by way of example but not limited to:

- (a) giving us any false information;
- (b) using, or allowing anyone else to use, the Account or service illegally for market abuse or for criminal activity;
- (c) inappropriately authorising a person to give instructions on your Account;
- (d) failing to comply with the terms of any transaction entered into;
- (e) breaching any dealing limits agreed between you and us;
- (f) behaving in a manner that makes it inappropriate for us to maintain your Account or service (for example, by abusing people who work for us);
- (g) putting us in a position where we might break a law, regulation, code or other duty which applies to us if we maintain your Account or service;
- (h) you have become bankrupt, insolvent or you are unable to pay debts as they fall due; or
- (i) any step, application or proceeding has been taken by you or against you or in respect of the whole or any part of your undertaking, for a voluntary arrangement or composition or reconstruction of your debts, winding up, bankruptcy, dissolution, administration, receivership or otherwise, or any analogous proceeding in any jurisdiction.

12.5 We may also terminate the Agreement or any service or close your Accounts without giving Personal Notice if we reasonably believe that maintaining our relationship with you, providing the service or maintaining the Account might:

- (a) expose us or any other member of the Barclays Group to action or censure from any government, regulator or law enforcement agency; or
- (b) be prejudicial to our broader interests or to the interests of any other member of the Barclays Group.

12.6 We may change any applicable eligibility criteria as referred to in Section A, Part 1, clause 1 (Eligibility) in accordance with Section A, Part 1, clause 21 (Variations). If at any point, you fail to meet, or we have good reason to suspect that you do not meet, any eligibility criteria, we may (acting reasonably) terminate the Agreement, place restrictions on your use of the service, stop providing the relevant service or product or, move you to an alternative service or product, for which you do meet the eligibility criteria.

### Impact of ending our relationship

12.7 Any benefit or services we provide in relation to a particular Account or service will end as soon as your Account is closed or service is terminated.

- 12.8 We may choose not to close your Bank Account until you have returned any Payment Instrument we have given you (such as debit cards, PINsentry or other authentication devices and online banking software) and any unused cheques and you have repaid any money you owe us, including the amount of any cheques, card transactions or other Payment Orders you have made, which have not been taken out of your Bank Account.
- 12.9 When a Bank Account is closed, you must cancel any direct payments to or from your Bank Account. Where someone attempts to make a payment into a Bank Account which has been closed, we will take reasonable steps to return the payment to the sender.
- 12.10 Following termination, at our demand:
- (a) you will pay our fees due up to the date of termination;
  - (b) you will pay any additional reasonable expenses necessarily incurred by us or on our behalf in terminating the Agreement or service. Where a Bank Account is terminated, we will make no such charge unless the Agreement is terminated within the first 6 months; and
  - (c) you will pay any Losses necessarily realised in settling or concluding outstanding obligations.
- 12.11 On termination of an Investment Service, you must tell us whether you want your Assets transferred to another broker, registered in your own name or sold. If stock is registered in your own name, it may take several weeks for you to receive the share certificates. If, following termination of an Investment Service, you do not tell us what you want to do with your Assets, we will make reasonable attempts to contact you and we may take reasonable steps, as are necessary, to return your Assets to you. If you do not tell us what you want to do or if we close or transfer a business to a third party, we may sell your Assets and send the proceeds of sale to you.
- 12.12 If we sell your Assets, or if there are any cash balances in your Investment Account, we will pay all proceeds of sale and any cash balance into an account in your name by a payment method we decide. If the amount is less than £25 or its equivalent, you agree that we may pay the balance to a registered charity of our choice. The Agreement will continue to apply until we have transferred the Assets or paid you the proceeds of sale and any cash balances.
- 12.13 Where we are unable to transfer any of your investments (for example, a Barclays Bank investment product) and you cannot sell or redeem it, we may continue to hold the investment in custody for you. We will charge you for this but will not do anything other than hold the investments for you.
- 12.14 If any Unallocatable Fractions (defined in Section B, Part 8, clause 3 (Corporate actions and voting rights) arise in relation to your Assets which are received into your Investment Account following notice of termination, but before the closure of your Investment Account, they will be dealt with in accordance with Section B, Part 8, clause 3 (Corporate actions and voting rights).
- 12.15 If, following termination of an Investment Service, any income (including interest) or other receipts (for example, refunds or proceeds of a claim) are received in respect of Assets or cash that was previously held in your Investment Account, we will make reasonable attempts to contact you and we may take reasonable steps as are necessary to transfer the amounts received to you. If the amount is less than £25 or its equivalent you agree that we may pay the balance to a registered charity of our choice.
- 12.16 Where you terminate an Investment Service because we have changed your dividend income instructions under Section A, Part 1, clause 22.9 (Changes to your dividend income instructions) of the Agreement, we may continue to hold your Assets until you provide us with your LEI or personal identifier, so that we can sell or transfer them in accordance with Section A, Part 1, clause 25.1 (Our right to use your Assets), or you make payment of any amounts owed to us.
- 12.17 We may choose not to close your Investment Account until you have repaid any money you owe us, including the amount of any payment instructions you have made, which have not been taken out of your Investment Account.

### 13. Language

- 13.1 The Agreement is supplied in English, and all communication between you and us will be in English. If we provide you with a translation of the Agreement or any communication, the English language version will be the only legally binding version and will prevail if there is any inconsistency.

### 14. Anti-money laundering and “know your client” information

- 14.1 How we collect and process your personal data is set out in our privacy notices. Where you are provided with or would like to be provided with products or services from another Barclays Group company, or where another Barclays Group company introduces or refers you to us, your personal data may be received from or shared with other

Barclays Group companies in order to be able to onboard you and provide you with the relevant products or services. This may include undertaking checks for the purposes of security, detecting and preventing fraud and money laundering, verifying your identity and carrying out sanctions checks.

- 14.2 When it comes to non-personal data (such as company records that do not identify individuals) that is outside the scope of the privacy notices but necessary to onboard you and provide you with the relevant services or products, you consent to the sharing of such information between members of the Barclays Group, as permitted by Regulatory Requirements, where you are provided with services or products from more than one member of the Barclays Group. This will include the sharing of information between members of the Barclays Group to carry out anti-money laundering, financial crime and sanctions checks.

## 15. Law and legal proceedings

- 15.1 The terms applying to your Account and each service provided under this Agreement will be governed by the law of the jurisdiction detailed on your Application Form for that service.

- 15.2 If your Application Form does not detail the law of a jurisdiction governing the Account or service then the governing law will be the following:

Jersey	Guernsey	Isle of Man	Any other jurisdiction
Jersey law	Guernsey law	Manx law	English and Welsh law

- 15.3 Any dispute between us will be heard by the courts of the jurisdiction detailed on the Application Form for the service which is in dispute or if the Application Form does not detail the jurisdiction, the courts of the jurisdiction set out in Section A, Part 1, clause 15.2 above.

- 15.4 We may serve court documents by sending them by recorded delivery to the address we have for you (if permitted by Regulatory Requirements) or in any other manner permitted by the law governing the Agreement, the law of the place where we serve proceedings or the law of the jurisdiction where the court is located.

- 15.5 As a consumer, you may benefit from mandatory provisions of the law of the jurisdiction in which you are resident. Nothing in these terms and conditions, including this clause 15.5, affects your rights as a consumer to rely on such mandatory provisions.

## 16. Your right to cancel

- 16.1 You may have a right to cancel any service or product contracts with us as follows:

- with the exception of any treasury deposit products, you may cancel any banking service or Bank Account within 14 calendar days;
- where you receive advice on Packaged Products in the UK, you may cancel a life policy within 30 calendar days or a unit or share in a Regulated Collective Investment Scheme within 14 calendar days; and
- in all other cases, unless you are a corporate client, you may cancel any service which you entered into without a face-to-face meeting with us, within 14 calendar days.

- 16.2 Where you have a right to cancel, the cancellation period will start on the date on which we agree to provide the further service or product, or, if later, the date you receive the relevant terms.

- 16.3 If you wish to cancel, you must send written notice by post to your usual contact, or contact us at the details set out in Section A, Part 3, clause 4 (Contacts). We will return any sums received from you within 30 calendar days. You will have no further obligations in relation to the service or product you cancel and you will not be charged any fee for cancelling (although you will be responsible for any costs and charges incurred in accordance with Section A, Part 1, clause 11 (Costs, charges and interest)). There may, however, be a shortfall if we have carried out transactions on your behalf during the cancellation period, and you will bear that market risk.

- 16.4 If you do not exercise the right to cancel, the Agreement will remain in effect until terminated under its terms.

## 17. Single financial relationship

- 17.1 You can ask us to treat you as if you have a single financial relationship with other clients (for example, other members of your family). Where we do this:

- we will provide you with advice in relation to your combined Accounts and portfolios and you may jointly set objectives and a risk profile for the combined relationship;

- (b) you authorise us to share with each of you information about the others and their Accounts, including Account balances and, where relevant, the performance of your Assets; and
- (c) you agree that any of you may, subject to Regulatory Requirements or limitations, give instructions in relation to the others' Accounts or Assets and we do not need to seek confirmation from the holder of the Account or Asset before carrying out those instructions.

- 17.2 If, now or in the future, you have Accounts or services that are not included in the single financial relationship, the advice we provide in relation to your single financial relationship will ignore the existence of those Accounts or services and the advice we give you on those Accounts or services will ignore the existence of the single financial relationship. This may mean that you receive different advice than you would if we took all your Accounts or services into account.
- 17.3 Unless you tell us otherwise, we will assume that any products or services you take in the future will be part of the single financial relationship and information about them will be given to all of you.

## 18. Tax

- 18.1 We may ask questions about your personal tax position and may explain our understanding of the generic legal or tax position relating to our products or services. This is to provide you with information on those products or services and to assist us in selecting which products or services may be appropriate for you. We are not legal or tax advisers and we do not provide legal or tax advice. We recommend that you obtain your own independent advice, tailored to your particular circumstances. You cannot rely on our information as a substitute for taking your own independent advice. You confirm that you have been and are compliant with all tax declarations and reporting obligations relating to the Assets held in your Account and any income or gains they produce (the **"Tax Obligations"**).
- 18.2 There may be other taxes or costs that are not paid through us or imposed by us that you have to pay in connection with your Account.
- 18.3 If you are paying us interest or fees, you may be required by law to deduct tax from the amounts payable to us. This would mean that you would need to deduct tax from the payment before paying us. Where this is the case, you must "gross up" the payment so that the net amount we receive is equal to the full amount we would have received had the payments made by you not been subject to a tax deduction. For example, if the interest payment due is £100 but withholding tax of 20% applies, you must pay a total of £120 from which you should deduct withholding tax of £20. We therefore receive £100 after deduction of tax. You are responsible for the payment of any withholding tax to the applicable tax authorities.
- 18.4 In addition to the above, as a result of FATCA, either we or you may be required to make a FATCA Deduction. Where this is the case, neither we or you will be required to increase any payment which is the subject of a FATCA Deduction or compensate the other if in receipt of a payment that is the subject of a FATCA Deduction.

## 19. International taxation arrangements

- 19.1 If you (or a person with whom you hold a joint Account or Asset) are subject to tax or reporting in another country or jurisdiction (or we have reason to believe or are required to presume that this may be the case), we and other companies in the Barclays Group may be required by legislation, regulation, order or by agreement with tax authorities of that country or jurisdiction to report on an ongoing basis certain information about you and your Accounts and Assets and other products you hold with us on an individual or aggregated basis:
- (a) to a relevant tax authority which may then pass that information to the tax authorities where you are subject to tax; or
  - (b) directly to the tax authorities in that country.

If you are not an individual, we may also have to report information about your direct and indirect shareholders or other owners or interest holders and, if you are a trust, your beneficiaries, settlors or trustees.

- 19.2 If we are required to report information about you, this would include (but is not limited to) information about you, your Accounts and Assets, for example your Account number(s), the amounts of payments including interest paid or credited to the Account(s), the Account balance(s) or Asset value(s), your name, address and country of residence/tax residency(ies) and your social security number/taxpayer identification number(s) or similar (if applicable). You may need to provide us with further information, if we ask for it, about your identity and status, including tax residency(ies). You also agree to inform us within 30 days should there be a change to your residency and/or tax residency(ies).



- 19.3 If some of your income is reportable and some is not, we will report all income unless we can reasonably determine the reportable amount.
- 19.4 To the greatest extent permitted by applicable law, we will not be liable to you for any Losses you may suffer as a result of our complying with legislation, regulations, orders or agreements with tax authorities in accordance with this condition, or if we make an incorrect determination as to whether or not you should be treated as being subject to tax or tax reporting obligations where the incorrect determination results from our reliance on incorrect information provided to us by you or any third party, unless that loss is caused by our negligence, wilful default of the Agreement or fraud.
- 19.5 If you ask us to make a payment to an account based at a financial institution which does not participate or comply with relevant tax legislation, regulations, orders or agreements with tax authorities we may be required, and you authorise us, to withhold certain amounts from the payment (but we will tell you if this is the case).
- 19.6 This clause 19 will override any inconsistent term or consent provided by you under any agreement with us to the extent that such agreement provides fewer or lesser rights for us, whether before or after the date of the Agreement.

## 20. Restrictions for US residents, citizens and taxpayers

- 20.1 You must inform us if you:
- (a) are a US citizen or are otherwise subject to US tax on non-US income and gains (for example if you are a US 'Green Card' holder); or
  - (b) are a resident of the US.
- 20.2 You must also inform us as soon as possible if you become a resident of the US or if your US tax status changes. We recommend that you seek independent legal advice if you are in any doubt about whether you are subject to US tax on non-US income and gains.
- 20.3 If you are a resident of the US we cannot provide Investment Services to you. If you are not a resident of the US but are a US citizen or are otherwise subject to US tax on non-US income and gains, we can only provide a restricted range of Investment Services to you. Please speak to your usual contact for further information or if you would like an explanation of which Investment Services are available to you.
- 20.4 If you are a US citizen or are otherwise subject to US tax on non-US income and gains, we will not be able to place trades on your behalf unless we have a signed form W9 detailing your TIN (Tax Identification Number). If you invest in assets that generate "US source income", then the form W9 will be disclosed to the US custodian and the US Internal Revenue Service. We require the form W9 when you sign our Application Form to avoid delays and possible penalties in the future.

## 21. Variations

- 21.1 Sometimes we'll want or need to change things, such as charges, rates or terms of the Agreement. For most changes, we'll tell you in advance, in accordance with Section A, Part 1, clause 22 (Notifying you of changes), but we don't always need to do this. See Section A, Part 1, clause 22.4 (Changes we don't always need to tell you about in advance) below for changes we can make without telling you beforehand.
- 21.2 We won't change a fixed or bonus interest rate on an Account for the time we've agreed to keep it fixed. We'll also keep to exchange rates we have quoted you unless we told you at the time of quoting that they could change.

### Changes we need to tell you about in advance

- 21.3 There are certain changes we may make to the Agreement, and which we will tell you about in advance, in accordance with Section A, Part 1, clause 22 (Notifying you of changes) below. These changes might be because:
- (a) we're improving a service we already offer, replacing a service or benefit with a new one, or introducing a new benefit, service or facility that needs a change to the terms of the Agreement, such as introducing a new charge;
  - (b) we're withdrawing a product or service which has become obsolete, or has ceased to be widely used, or has not been used by you at any time in the previous year;
  - (c) we're moving you from one type of product or service to another for a good reason (for example, where you're no longer eligible for an Account or you're eligible for a different Account, we're withdrawing an Account, or the Account isn't suitable for you);



- (d) we need to make changes to take account of developments (or changes we reasonably expect to happen) in technology or other systems (including the systems we use to run our business), or in the banking system generally;
- (e) to reflect a change in the law or regulation (including industry codes we follow) or decisions of a regulator, court or ombudsman (or we reasonably expect there will be a change);
- (f) changes in our costs of funding, or as a result of legislative or regulatory changes (including changes we reasonably expect to happen) mean we need to change or introduce rates or charges; or
- (g) we reasonably decide that our business needs to charge for our products or services in a different way (for example, because it's easier to understand or better reflects how customers use a service).

21.4 We may also upgrade your Investment Account or enhance the services we provide to you if we reasonably consider that this is to your advantage and there is no increased cost to you.

21.5 We may also change any of the provisions of the Agreement or replace your Account in whole or in part with a substitute Account with any member of the Barclays Group for any reason not listed in Section A, Part 1, clause 21.3 (Changes we need to tell you about in advance) above, in circumstances where:

- (a) you are able to terminate the Agreement without charge; or
- (b) we agree to waive any charge that would otherwise apply.

There are some changes which we don't always need to tell you in advance, as set out in Section A, Part 1, clause 22.4 (Changes we don't always need to tell you about in advance) below.

#### If we can no longer administer your Investment Account

21.6 If we decide that we can no longer administer your Investment Account (for example, as a result of a change to the systems we use to provide our services), but we can provide another account for your Assets, we may end our existing relationship with you and open a new Account for you and will hold your Assets in that new Account. If we do this, a new set of terms may be applicable to the new Account. We will only do this for one of the following reasons:

- (a) if we reasonably consider that:
  - (i) the change would be fairer to you; or
  - (ii) the change would not be to your disadvantage,
- (b) to cover:
  - (i) the improvement of any service or facility we supply in connection with the Investment Account;
  - (ii) the introduction of a new service or facility;
  - (iii) the replacement of an existing service or facility with a new one; or
  - (iv) the withdrawal of a service or facility which has become obsolete, or has ceased to be widely used, or has not been used by you at any time in the previous year,
- (c) to enable us to make reasonable changes to the way we look after your Investment Account or provide services as a result of changes in the banking, investment or financial system, technology, the systems we use to run our banking or investment business; or
- (d) as a result of a Regulatory Requirement (or where we reasonably expect that there will be a change in a Regulatory Requirement).

21.7 Before we open a new account for you, we will provide you with advance notice, including a copy of the terms for the new account, in accordance with Section A, Part 1, clause 22 (Notifying you of changes) below.

21.8 In most cases, you will not be required to complete an application for the new account, and where this applies, then once we have given you advance notice, you will be treated as accepting the terms of the new account unless you tell us that you want to terminate the Agreement with us before the date we have told you the new account will open.

21.9 This will be a new relationship between us, but the information about your initial Account will be maintained by us as though our relationship started on the date your initial Account was opened.

## 22. Notifying you of changes

22.1 We have to give different amounts of notice depending on the type of product or service you have.

- (a) For Payment Accounts we'll give you at least two months' notice;
- (b) For Cash Accounts and any other Bank Accounts that are not Payment Accounts, we'll give you:
  - (i) at least 14 days' notice of a decrease in interest rates; or
  - (ii) 30 days' notice of any other change.
- (c) For all other services, including Investment Services and borrowing, we'll give you at least 30 days' notice (except if your balance is below £100, we don't need to tell you before we make a change to a managed interest rate).

22.2 When we give you notice as set out above:

- (a) we will tell you the date the change comes into effect;
- (b) we will send the notice to the most recent contact details we have for you; and
- (c) you will be treated as accepting to be bound by that change from that date unless you terminate the Agreement in accordance with Section A, Part 1, clause 22.3 (Notifying you of changes) below.

22.3 If we give you notice as set out above and you don't tell us you want to close your Account or end the service, then we'll treat you as having accepted the change. If you don't want to accept the change and want to end the Agreement and close the Account or end the service, you must tell us before the date we have told you the change will happen. If you close your Account for this reason, we won't charge you any termination fees (and many of our Accounts don't have termination fees anyway). However, you will have to pay back any money you have borrowed from us before the Account is closed, otherwise we'll treat you as having accepted the change.

### Changes we don't always need to tell you about in advance

22.4 There are some situations where we can make changes and we don't always have to tell you in advance. We will make the new version of the terms of the Agreement, including the changes, available on our website within 30 days of the change. We don't have to tell you personally in advance when any of the following happen:

- (a) If the change is in your favour, if we reduce your charges, or if we make the Agreement fairer to you.
- (b) If we introduce a new service or feature from which you can benefit, for example we change or introduce a card (including by changing to a different card scheme, such as Visa or Mastercard), PIN, password, device or equivalent, and it doesn't change anything else in the Agreement.
- (c) Where benefits and services associated with your Bank Account are provided by a third party Provider, we may add to, vary or withdraw any Provider from our list of Providers without notice to you, as long as this does not impact the provision of the benefits or services provided to you.
- (d) The interest rate changes on an Account that tracks a Reference Interest Rate (the additional conditions will say if this is so), as set out in Section A, Part 1, clauses 22.6 to clause 22.8 (Changes to interest rates) below.
- (e) We change a charge or a managed or fixed rate in a way that is favourable to you.
- (f) We make a change because a change in law or regulation says that we have to by a particular date, and there isn't time to give you notice.
- (g) Where benefits and services associated with your Bank Account are provided by a third party Provider, that Provider adds to, varies or withdraws a particular benefit or service without giving us sufficient notice to tell you before it happens. We ask Providers in our contracts with them to give us notice to try and avoid this happening and so will try to give you advance notice if we can.
- (h) We change the exchange rates we set, which we can do at any time and without notice. The exchange rates can be found on online banking, through telephone banking, or by asking us. This means that where we publish our rate as a mark-up over the European Central Bank, that mark-up may also change at any time and without notice.

This doesn't mean we can change an exchange rate we've already agreed with you for a specific transaction we've arranged in advance, like a payment in another currency. However, as we explain in Section C, Part 2 (Making and receiving payments), the rate you see may be different to the rate used when the payment is processed. You'll find more information on exchange rates and rate comparison information in Section C, Part 2 (Making and receiving payments).

### Changes to sort codes or account numbers

22.5 If we have to change your sort code or Account number, we'll tell you we're going to do this and how this will affect payments sent to, or paid from, your old sort code or Account number. If we can, we'll redirect the payment and give your new Account details to the person or the bank making the payment so they can use them in the future.

### Changes to interest rates

22.6 We use Reference Interest Rates as a basis for working out tracker interest rates. Reference Interest Rates will always be set by other institutions (like the Bank of England). For example, if you have a tracker rate on a savings Account, we'll tell you which Reference Interest Rate it tracks and the relationship between the Reference Interest Rate and the rate on the Account. Changes to tracker interest rates will happen automatically immediately following a change to the Reference Interest Rate (or the next day if change to the Reference Interest Rate occurs outside UK business hours).

22.7 For changes to interest rates on products and services that track a Reference Interest Rate, or for any other changes we make in interest rates that are favourable to you and you are not told about in advance, we'll put the new rate online within three Working Days of the rate on your Account changing. We often also advertise it in the press. We can decide which publications to use, and whether we'll use their online or paper versions.

22.8 Reference Exchange Rates are the exchange rates we use as a basis for carrying out foreign currency conversions. They are set by us and can change on at least a daily basis or, in many instances, more often. This means that where we publish our rate as a mark-up over the European Central Bank, that mark-up may also change at any time and without notice.

### Changes to your dividend income instructions

22.9 We can change your dividend income instructions that you have given in accordance with in Section B, Part 4, clause 14 (Your income) (for example switching Scrip Dividends to cash dividends) in the following circumstances, in order to exercise our set off right in Section A, Part 1, clause 25 (Security and set off):

- (a) you have failed to pay us any amount you owe us under any agreement you have with us; and
- (b) we are entitled to sell any of your Assets and exercise our set off right, but cannot do so because: (i) we do not have your LEI or, if you are a natural person, another personal identifier (for example your National Insurance number); or (ii) any other information we may reasonably need to do this.

We will give you advance Personal Notice before we change your dividend income instructions under Section A, Part 1, clause 22.5 (Changes to sort codes or account numbers) above, in accordance with Section A, Part 1, clause 22 (Notifying you of changes).

### No waiver

22.10 No provision of the Agreement will be deemed waived, altered, modified or amended unless:

- (a) the Agreement provides otherwise; or
- (b) we otherwise agree with you in writing.

22.11 Our failure to insist on you strictly complying with the Agreement or any act or omission on our part will not amount to a waiver of our rights under the Agreement.

## 23. Joint Accounts

23.1 Where more than one of you has entered into the Agreement:

- (a) each of you is individually and jointly liable for money owed to us, unless we have agreed otherwise in writing and we have the right to demand repayment from all or any of the Account holders for all or part of such money;
- (b) any of you can give instructions or receive notices on behalf of the others, including instructions to sell, withdraw Assets from our management or close any Account, except that, if we know or suspect that there may be a dispute or conflict of interest between you, we may seek instructions from each of you;
- (c) any of you may give us an effective and final discharge in respect of any of our obligations under the Agreement;
- (d) were any of you to die, the Agreement will continue and we may treat the survivor or survivors as the only party or parties to the Agreement as entitled to the Assets and/or any Bank Account, but we may act on the instructions of any Personal Representative (or, as applicable, liquidator) appointed over your estate if we receive proof of their authority;

- (e) we may contact and otherwise deal only with the Account holder named first in our records, subject to any legal requirements or unless you request otherwise;
- (f) any of you may apply for an arranged overdraft or other borrowing on an Account and we may provide any required pre-contractual information to the person requesting the borrowing on behalf of all of you;
- (g) we may also disclose to any of you information obtained by us from any of you in relation to the Account or your transactions;
- (h) you may ask us to remove a person (or persons) from a joint Account, including by converting it to a sole Account. We may require authority from all Account holders before doing so. Any person removed from the Account will continue to be liable for all obligations and liabilities under the Agreement relating to the period before they were removed from the Account;
- (i) where you own Assets individually, these Assets may be placed into a joint Investment Account. If they are, they will be owned jointly;
- (j) in relation to our Investment Services, we will not act on instructions from any one joint Account holder to register shares in a single name, change your Account address or close your Account. In these circumstances, we require written instructions signed by all joint Account holders. If we give you notice to terminate the Agreement, we will transfer the Assets in your Investment Account into your joint names. Registration fees will apply for each transfer; and
- (k) you may want to use Account Information Services provided through regulated third party providers. The first time you do this we may ask both joint Account holders to acknowledge they're happy for either party to use the service.

#### 24. Dealing with Personal Representatives and insolvency practitioners

- 24.1 If you die, the Agreement will continue to bind your estate until terminated by, or us giving notice to, your validly appointed Personal Representative. Your estate must provide us with such information as we may reasonably require to confirm your death and the appointment of the Personal Representative.
- 24.2 Where we provide you with our Discretionary Investment Management Service and you die, we will, where Regulatory Requirements allow, operate a "care and maintenance" service through which we will continue to provide custody in respect of your Assets but will cease to actively manage them in accordance with the investment mandate. The relevant execution-only schedule of fees will apply to these services. Copies of our fee schedule or other published tariffs are available either from our website or on request.
- 24.3 If we have received a death certificate for you but not the grant of representation, we may (but will not be obliged to) act on an instruction given on your behalf if we are satisfied that the instruction has come from an appropriate person and the beneficiaries of your estate have confirmed to us that acting on the instruction will not adversely affect the interests in your estate, your estate is not insolvent and your creditors have been or will be paid.
- 24.4 Once we have received the grant of representation for your estate (or such other formal appointment, as applicable in your jurisdiction), we will act in accordance with your Personal Representative's instructions where Regulatory Requirements allow, but:
- (a) we may agree that Assets can be sold on the instruction of the executor before the grant of representation for the purposes of payment of inheritance tax and/or to preserve the value of the portfolio. Cash will only be released for the payment of inheritance tax. We will be unable to take instructions until we are satisfied of the identity of your executor and we may require undertakings from them or from a lawyer;
  - (b) Assets cannot be sold for any other purpose until any re-registration process is completed with any fees, charges and expenses owed to us accounted for;
  - (c) if we have not received any instructions within three months of our receipt of the grant of representation, we may re-register your holdings into your Personal Representative's name;
  - (d) we will send the certificates to the registered correspondence address for your estate; and/or
  - (e) if your estate is too small to warrant a grant of representation, we may at our discretion pay the balance on your Personal Representative's instructions. This is provided that we receive a signed agreement from them to reimburse us for any loss we suffer as a result.

24.5 Regardless of anything in the Agreement, if the Agreement is not terminated within two years of the date of your death, we may, where Regulatory Requirements allow, take such action as we reasonably consider appropriate to close your Account. Your estate or your Personal Representative will be liable for all reasonable costs associated with us taking this action, or considering taking action, except to the extent that costs arise because of our negligence, wilful default or fraud.

24.6 If you are a non-natural person and we receive notice of your winding up or receivership or similar procedure in any jurisdiction, we will act on the instructions of your proven representatives.

## 25. Security and set off

### Our right to use your Assets

25.1 We, or another member of the Barclays Group, may, where Regulatory Requirements allow, retain, transfer or sell any of your Assets so far as is reasonably necessary:

- (a) to settle any transactions entered into on your behalf; or
- (b) to pay any of your outstanding liabilities arising in relation to transactions, arising under the Agreement or any other arrangement you have with us or them.

25.2 We will contact you where we propose to sell an Asset unless it is not possible for us to do so. We will tell you which Asset we intend to sell. You must tell us promptly if you wish to pay us or if you wish us to sell a different Asset.

25.3 Where we retain your Assets on this basis, we or they may also take such steps if we or they reasonably believe that you will be unable to settle your transactions or pay your outstanding liabilities when they become due.

25.4 In respect of purchases in Assets undertaken by you with us or by us on your behalf, you agree to pay the cash amount required to settle the transaction on the settlement date in advance of actual delivery of Securities to your Account.

### Our rights of set off

25.5 If:

- (a) we owe you money, including on a current, savings or other Bank Account or Account under the Agreement or another agreement with us; and
- (b) you have failed to pay us any amount you owe us under any agreement you have with us, we may, where Regulatory Requirements allow, use the money we owe you to reduce or repay the amount you owe us. This is called a “set off right”.

25.6 We may use our set off right even if the amount you owe us is dependent on another event or has not yet become due, if we reasonably think you will be unable to pay us when the amount does become due.

25.7 We may use our set off right without telling you in advance if we reasonably think you will do something to prevent us from obtaining repayment by set off, or we have otherwise agreed with you that we can do so.

25.8 If you have told us, in a way reasonably acceptable to us, that money you hold on an Account in your name is not yours, but someone else’s, we will not use the set off right we have under the Agreement against the money in that Account. The exception to this is where your failure to pay is in relation to an Account held for that person’s benefit.

25.9 Where permitted we may use our set off right where you have Accounts which are only in your name, as well as joint Accounts, as shown in the example below:

Money held on account for:	A	A	A and B	A and B
Can be set off against money owed by:	A	A and B	A and B	A

25.10 We may also set off amounts we owe you against amounts you owe other companies in the Barclays Group and set off amounts other companies in the Barclays Group owe you against amounts you owe us, unless prevented by insolvency law.

25.11 Other members of the Barclays Group may, where Regulatory Requirements allow, enforce this set off right under the Agreement as if they were a party to the Agreement.

### Our security interest over your Assets

25.12 As long as you owe us any money under the Agreement or any other agreement with us, we may retain possession of your Assets as security (this right is known as a “lien”).

25.13 Where appropriate, we may require you to enter into a separate security agreement in relation to any Assets, cash or Margin that we require from you.

### General

25.14 Nothing in this Section A, Part 1, clause 25 (Security and set off) limits any other rights that we and any other members of the Barclays Group may have over your Assets, however such rights arise.

## 26. Assignment

26.1 You may not transfer or assign any of your rights or obligations under the Agreement or grant any legal or equitable charge over your Accounts under the Agreement without our prior written consent.

### Transfers by us

26.2 We may transfer all or any of our rights under the Agreement to any member of the Barclays Group or any third party without your consent, provided that:

- (a) the transfer will not materially prejudice your rights under the Agreement;
- (b) the transfer is compatible with Regulatory Requirements;
- (c) we have given you at least the following notice of the transfer (unless that is impracticable in the circumstances): for (i) Bank Accounts under Section C (Our banking services), two months; and (ii) for any other service, including borrowing or Investment Services, 30 calendar days; and
- (d) you have not given proper notice terminating the Agreement on a date before the date of transfer.

26.3 We may also transfer any or all of our and your rights, powers, obligations and liabilities under or in connection with the Agreement to any member of the Barclays Group or any third party without your consent provided that:

- (a) we reasonably consider that the member of the Barclays Group or third party is capable of performing the Agreement;
- (b) the transfer will not materially prejudice your rights under the Agreement;
- (c) the transfer is compatible with Regulatory Requirements;
- (d) we have given you at least two months’ notice of the transfer (or such other period of notice as may be required under applicable law or regulation); and
- (e) you have not given notice terminating the Agreement and closing those Accounts on a date before the date of transfer.

26.4 Where the above conditions are met, you agree that you will not object to such a transfer, whatever legal means we use to effect it.

### Effect of a notice of transfer of business

26.5 Where we give notice under this Section A, Part 1, clause 26 (Assignment), on the date specified in the notice:

- (a) the recipient will acquire all the rights, powers, obligations and liabilities it would have had, if it had been an original party to the Agreement in substitution for us;
- (b) we will deal with your cash in accordance with Section B, Part 9, clause 3 (Dealing with Client Money);
- (c) the terms of the Agreement as amended by the contents of the notice will be the written terms of the new agreement between you and the recipient;
- (d) you will be released from any further obligation to us; and
- (e) we will be released from any further obligation to you.

26.6 For the purposes of giving you written notice under clause 26.5 above, if we are not reasonably able to serve written notice on you personally, we may instead give you notice by publishing a notice of the transfer in any newspaper of general circulation.

26.7 If for whatever reason we are unable to give you advance notice as set out in clause 26.5 above, we will notify you no later than seven calendar days after the transfer has taken place (or such later period as agreed with our regulators), setting out the details required by this clause 26.7 and:

- (a) whether or not the cash will be held in accordance with the Client Money Rules and if not, how it will be held by the recipient;
- (b) the extent that the cash will be protected under a compensation scheme, if any; and
- (c) that you may opt to have the cash returned to you as soon as practicable.

## 27. Delegation

27.1 Subject to Regulatory Requirements we may delegate any of our functions and responsibilities under the Agreement (including our discretionary management function) to a member of the Barclays Group (with or without a power further to sub-delegate to a third party), if we reasonably consider it capable of discharging those functions and responsibilities. Where we delegate or allow sub-delegation to a third party:

- (a) it may be to persons or agents outside the jurisdiction where we provide the services to you;
- (b) it will not affect our liability to you for the matters delegated;
- (c) we will give you 30 calendar days' written notice of the delegation of any function that involves the exercise of our investment discretion on your behalf; and
- (d) it will be undertaken in accordance with applicable Regulatory Requirements.

27.2 We may employ members of the Barclays Group and third parties to perform dealing and administrative services that are necessary to enable us to perform the Agreement without further notice or consent.

## 28. Unenforceable terms and impact on the Agreement

28.1 If any provision or part of a provision of the Agreement is or becomes invalid or unenforceable (e.g. because of a change in legal or Regulatory Requirements or a court decision), we'll treat it as if it doesn't exist. This won't impact the other terms we've agreed, which will remain valid and enforceable.

## 29. Third party rights

29.1 Unless a term of the Agreement or a Regulatory Requirement say otherwise, only a party to the Agreement can enforce its terms.

## 30. Complaints

30.1 If things go wrong, you may want to make a complaint. We have procedures for handling your complaints fairly and promptly. If you have a complaint, please inform your usual contact in person, in writing, by email or by telephone. Alternatively, you can use the general contact details available in Section A, Part 3 (About us) where you can find contact information for the relevant jurisdiction the product or service is provided in.

30.2 In some cases, we introduce you to another member of the Barclays Group. Here you should refer your complaint to the relevant Barclays Group service provider you were introduced to. If you make a complaint to us that relates to a service provided by another Barclays Group company, we will forward your complaint to them and we will let you know that we have done so.

30.3 For more information on how to make a complaint, please visit <https://privatebank.barclays.com/support-and-information/complaints/#>. We will try to resolve your complaint as quickly as possible. If you are unhappy with our response and your complaint is about a product or service supplied in the UK, you may be able to refer your complaint to the UK Financial Ombudsman Service ("FOS"). FOS is a free and independent service. A detailed description of the FOS (including information as to how to make a complaint, eligibility criteria and the procedures involved) is available from the FOS, who can be contacted at Exchange Tower, Harbour Exchange, London, E14 9SR or via their website at [www.fos.org.uk](http://www.fos.org.uk). You can also obtain this information from your usual Barclays Bank contact.

30.4 If your complaint is about a product or service provided in Jersey, Guernsey or the Isle of Man, please refer to Section E, clause 2 (Complaints) for the relevant ombudsman scheme.



### 31. Deposit and investment protection

31.1 UK compensation scheme protection is available as set out below.

Relevant Business	Name of Scheme	Compensation Limits (as at the date of the Agreement)
Investment and banking services (Advisory Services, Discretionary Investment Management Services, Execution services, Custody Services and services related to the provision of a Bank Account)	Financial Services Compensation Scheme (FSCS) ( <a href="http://www.fscs.org.uk">www.fscs.org.uk</a> )	Compensation for eligible investment and banking business is subject to current limits under FSCS.  Currently limited to the first £85,000 per person, per Barclays Group company (subject to limited exceptions to bank deposits where a higher limit may apply).

31.2 For further information about the FSCS scheme, amounts and scope of cover and how to claim please see the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk).

31.3 Where we refer you to other companies in the Barclays Group for banking or investment products and services, any compensation you may be entitled to from them will be separate from any compensation you are entitled to from us.

31.4 For further information on deposit and investment protection for Jersey, Guernsey or the Isle of Man please refer to Section E, clause 3 (Deposit and investment protection applicable to the Isle of Man, Jersey and Guernsey).

### 32. Bail In

32.1 This clause 32 applies to any deposits or liabilities we owe you that are governed by a law other than the law of England and Wales (“**In-scope Liabilities**”).

32.2 This clause 32 does not apply to:

- (a) the deposits you hold with us that are covered by FSCS protection;
- (b) any deposits or other liabilities we owe you (other than under a debt instrument) created on or before 31 December 2015 (unless the agreement governing that deposit or amount we owe you is or was subject to a material amendment after 31 July 2016);
- (c) any liability under a debt instrument issued on or before 18 February 2015 (unless that instrument is or was subject to a material amendment after 31 July 2016);
- (d) any liability we owe you by virtue of holding Assets which we have undertaken to hold on your behalf, for example any liability we owe as a result of failing to return those Assets to you;
- (e) certain liabilities which we owe you if they are secured (to the extent they are excluded by relevant laws and regulations); or
- (f) any other liability excluded by relevant laws and regulations.

32.3 You acknowledge and accept that any in-scope liability owed to you by Barclays Bank PLC may be subject to the exercise of a “bail-in power” by the Bank of England, which power includes, in certain circumstances, the ability to cancel, reduce, transfer, amend and/or convert certain deposits and other liabilities owed by banks to their counterparties.

32.4 In circumstances where the Bank of England may exercise a bail-in power:

- (a) the deposit or other liability we owe you may be cancelled, reduced or converted into another form (such as ordinary shares, or other instruments of ownership issued to you) by the Bank of England; and/or
- (b) the relevant agreement which governs the deposit, or under which we owe you a liability, may be cancelled or varied to give effect to the exercise of the Bank of England’s powers,

and where that is the case you agree to be bound by any such cancellation, reduction, conversion or variation.

32.5 If any clause in the Agreement or any other agreement we have with you conflicts with this clause 32, this clause 32 will apply.



### 33. Sharing funds with other parts of the Barclays Group

33.1 Because we place funds with other parts of the Barclays Group, our financial standing is linked to the Barclays Group. You can obtain more information, including reports and accounts, from our website ([www.barclays.com](http://www.barclays.com)).

### 34. Trustees

34.1 If you agree to receive a service as the trustee of a trust, we may discuss with you the policy that you want to adopt in the management of the trust assets. The record of our discussions will be the policy statement that you may be required to make by applicable trust law or you might choose to provide us with a separate policy statement. We will follow the policy statement. You must tell us of any changes to the policy statement.

34.2 The trustees must provide all material provided by us that is relevant to the management of the trust assets to a newly joined co-trustee.

### 35. Confidentiality

35.1 We'll treat the Confidential Information you share with us as private.

35.2 We may share your Confidential Information:

- (a) with our Affiliates and third parties (who may act as our agents or provide us with services) where they require your Confidential Information to enable the services or products you have chosen. Where we share information with these parties they will be obligated to keep your Confidential Information private.
- (b) with any regulator or third party to comply with our Regulatory Requirements (e.g. to comply with reporting requirements or for market transparency reasons) or by court order.
- (c) to anyone to whom we transfer or assign any of our rights or obligations under or in respect of the Agreement, on the understanding that they will be obliged to keep your Confidential Information private (and the conditions in Section A, Part 1, clause 26 (Assignment) are met).

In the case of a joint Account, we may also disclose to any of you information obtained by us from any of you in relation to the Account or your transactions.

## Part 2: Your personal information and your business information

Barclays is committed to protecting your personal data. We will use your information for a number of different purposes, for example, to manage your Account(s), to provide our products and services to you and others and to meet our legal and regulatory obligations. We may also share your information with our trusted third parties for these purposes. For more detailed information on how and why we use your information, including the rights in relation to your personal data, and our legal grounds for using it, please go to one of the following:

- **International Banking:** <https://international.barclays.com/control-your-data>
- **Private Banking:** <https://privatebank.barclays.com/control-your-data>
- **Channel Islands and Isle of Man:** <https://ciom.barclays.com/control-your-data/>

or you can request a copy from us.

### Credit reference agencies and fraud prevention agencies

We carry out credit and identity checks on you with one or more credit reference agencies and fraud prevention agencies. To do this, we will supply your personal data to the agencies and they will give us information about you.

We will also continue to exchange information about you (and your Accounts) with credit reference agencies while you are our customer. The credit reference agencies may in turn share your personal information with other organisations, which those organisations may use to make decisions about you. This may affect your ability to get credit.

We may continue to collect information about you from credit reference agencies after your Account is closed.

We and fraud prevention agencies may also share your personal data with law enforcement agencies to detect, investigate and prevent crime. If fraud is detected, you could be refused certain services, finance or employment.

The Credit Reference Agency Information Notice (CRAIN) describes how the three main credit reference agencies in the UK each use and share personal data. The CRAIN is available on the credit reference agencies' websites:

- [www.transunion.co.uk/crain](http://www.transunion.co.uk/crain)
- [www.equifax.co.uk/crain](http://www.equifax.co.uk/crain)
- [www.experian.co.uk/crain](http://www.experian.co.uk/crain)

You consent to us using your information to provide services to you. If you withdraw this consent, we will stop providing services but may still use your data where we have lawful grounds to do so (for example because we need to retain records for regulatory purposes).

## Part 3: About us

### 1. Our business

Barclays Bank offers private and overseas banking, credit and investment solutions in or from the UK, Jersey, Guernsey and Isle of Man by Barclays Bank PLC to its clients. Subject to any restrictions that may apply, services may also be offered from other jurisdictions, which we will inform you about separately.

### 2. Company details

All companies are registered in England, registered office 1 Churchill Place, London E14 5HP, unless we say otherwise.

Barclays Bank PLC Registered No. 1026167. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register No. 122702).

Barclays Bank PLC, Isle of Man Branch has its principal business address in the Isle of Man at Barclays House, Victoria Street, Douglas, Isle of Man and is licensed by the Isle of Man Financial Services Authority.

Barclays Bank PLC, Jersey Branch has its principal business address in Jersey at 13 Library Place, St Helier, Jersey and is regulated by the Jersey Financial Services Commission.

Barclays Bank PLC, Guernsey Branch has its principal place of business at Le Marchant House, St Peter Port, Guernsey and is licensed by the Guernsey Financial Services Commission under the Banking Supervision (Bailiwick of Guernsey) Law 1994, as amended, and the Protection of Investors (Bailiwick of Guernsey) Law 1987, as amended.

### 3. Our websites

<https://privatebank.barclays.com/>

<https://international.barclays.com/>

<https://ciiom.barclays.com/>

### 4. Contacts

As at the date of these terms, the contact details for each company are listed below. For the latest company details, please visit the listed websites.

Service supplied by	Telephone and electronic contacts	Address
<b>UK</b>		
Private Banking Services	Tel: +44 (0) 207 623 2323 Website: <a href="https://privatebank.barclays.com/">privatebank.barclays.com</a>	Customer Relations Barclays 1 Churchill Place London E14 5HP
<b>Jersey</b>		
Relationship managed services	Tel: +44 (0)1534 867000 Website: <a href="https://ciiom.barclays.com/">ciiom.barclays.com/</a>	Client Relations PO Box 8 13 Library Place St Helier Jersey Channel Islands JE4 8NE
Banking Services	Tel: +44 (0) 1534 863000 Website: <a href="https://ciiom.barclays.com/">ciiom.barclays.com/</a>	Client Relations PO Box 8 13 Library Place St Helier Jersey Channel Islands JE4 8NE

Service supplied by	Telephone and electronic contacts	Address
<b>Guernsey</b>		
Relationship managed services	Tel: +44 (0)1481 705600 Website: <a href="http://ciiom.barclays.com/">ciiom.barclays.com/</a>	Customer Relations PO Box 41 Le Marchant House Le Truchot St Peter Port Guernsey Channel Islands GY1 3BE
Banking Services	Tel: +44 (0)1481 811911 Website: <a href="http://ciiom.barclays.com/">ciiom.barclays.com/</a>	Customer Relations PO Box 41 Le Marchant House Le Truchot St Peter Port Guernsey Channel Islands GY1 3BE
<b>Isle of Man</b>		
Relationship managed services	Tel: +44 (0)1624 684684 Website: <a href="http://ciiom.barclays.com/">ciiom.barclays.com/</a>	Customer Relations PO Box 213 Eagle Court 25 Circular Road Douglas Isle of Man IM99 1RH
Banking Services	Tel: +44 (0)1624 684444 Website: <a href="http://ciiom.barclays.com/">ciiom.barclays.com/</a>	Customer Relations PO Box 213 Eagle Court 25 Circular Road Douglas Isle of Man IM99 1RH

# Section B – Our Investment Services

## Part 1 – All Investment Services

### 1. Your categorisation under the Regulatory Requirements

- 1.1 Where we provide you with Investment Services, for the purposes of Regulatory Requirements, we will treat you as a retail client unless we agree with you otherwise. Categorisation as a retail client affords you the highest degree of consumer protection under the Regulatory Requirements. However, this does not necessarily mean that you will automatically be eligible to bring a claim under either any investor compensation schemes or ombudsman service available in the relevant jurisdiction (please refer to Section A, Part 1, clause 30 (Complaints) and Section A, Part 1, clause 31 (Deposit and investment protection) above for further details). If we categorise you as other than a retail client in accordance with the rest of this clause 1 then we will notify you of this.
- 1.2 As a retail client, you may have the right to elect to be re-categorised as a professional client (referred to as opting up). This right is available to private individual investors and other retail clients, such as local public authorities. We can only opt you up if certain criteria are met and certain procedures followed. We must carry out an adequate assessment of your expertise, experience and knowledge to satisfy ourselves that you are capable of making investment decisions and understanding the risks involved. Professional clients typically have greater knowledge and experience of investing in financial markets, a higher appetite for risk, and are given a lesser degree of consumer protection under Regulatory Requirements. However even if we opt you up, we do not assume that you have market knowledge and experience like other non-opted up professional clients.
- 1.3 Some retail clients elect to be re-categorised as professional clients, despite the lesser degree of protection, because they find it administratively convenient and it can help them access products which require more knowledge and experience. You have the right to request this either generally or in respect of a particular service, type of transaction or product. You must make any such request in writing to your usual Barclays Bank contact.
- 1.4 We will only accept such a request if we are permitted to do so in accordance with the criteria in Regulatory Requirements (which require us to review your financial situation and your ability to bear the risk of a lesser degree of consumer protection).
- 1.5 We will consider any requests received on a case-by-case basis against the criteria set out in Regulatory Requirements. We will inform you of any limitations that such a re-categorisation will entail, together with the scope of that re-categorisation. If, following such a request, you are categorised as a professional client, you must keep us informed of any change in your financial circumstances which may affect your categorisation as a professional client. We will provide you with further details about the kind of information which may be relevant to your categorisation and which you will need to provide to us. Your categorisation as retail or professional is only applicable in so far as we are providing you with Investment Services. This categorisation does not apply to our banking services under Section C (Our banking services).
- 1.6 If we notify you that we will treat you as a professional client, you may request to be treated as a retail client either generally or in relation to one or more particular services, or in relation to one or more types of transaction or product.
- 1.7 If you fulfil certain criteria, we may agree to treat you as an eligible counterparty for the purpose of Regulatory Requirements. Please contact us for further details.
- 1.8 Where you are provided with products or services from another member of the Barclays Group, then that company will classify you separately for any Investment Services it provides to you and notify you of this classification.

### 2. Our role as manufacturer and/or distributor of investments

- 2.1 When we make different products and services available to you, we will do so in accordance with the Regulatory Requirements relating to the promotion, manufacture and distribution of investments and other products. Where certain investments or other products are the subject of a restriction or product intervention by the FCA (or other competent authority) we may not be able to make such investments or other products available to you, depending on your client categorisation and depending on the services we are providing to you. Unless you tell us otherwise, we will assume that you are acting for your own account and not as a distributor for the purposes of the Regulatory Requirements.

### 3. Client reporting

#### Contingent Liability Transactions or Leveraged Financial Instruments

- 3.1 Where you are a retail client and your Account includes positions in Leveraged Financial Instruments or Contingent Liability Transactions we will let you know where the initial value of any relevant financial instrument depreciates by 10% or more (and at multiples of 10% thereafter) and the timing of our reporting to you under this clause 3.1 will be as required under Regulatory Requirements but usually no later than the end of the Working Day on which the 10% threshold is reached. If you have given your specific consent to this, we may report to you under this clause 3.1 on an aggregated basis in relation to the global value of all Leveraged Financial Instruments or Contingent Liability Transactions you have with us. If you want to receive an instrument by instrument basis notification instead you should notify us of this and we will change the basis on which we report to you under this clause 3.1 as soon as reasonably practicable.

#### Client Assets Statements

- 3.2 If we hold Assets on your behalf, you will receive a Client Assets Statement at least quarterly (subject to Regulatory Requirements) detailing:
- (a) all investments and any money held by us in your Investment Account at the end of that period;
  - (b) the extent to which your investments or money have been the subject of Securities financing transactions (such as stock lending transactions); and
  - (c) any benefit you have accrued from your participation in any Securities financing transaction, and the basis upon which the benefit has accrued.

This information may be included within the valuation report that we routinely provide to you.

- 3.3 If you request it, we may provide a Client Assets Statement to you more frequently. You should be aware that we may levy a charge for doing so.
- 3.4 We will not provide you with a quarterly Client Assets Statement if:
- (a) we are already providing you with a periodic statement as part of our Discretionary Investment Management Service; and/or
  - (b) we provide an online system through which you can easily access up to date valuations of your portfolio.

However if you do not access valuations through any such online system at least once a quarter we will revert to providing you with statements quarterly.

#### Valuations and performance assessment

- 3.5 Valuations of your Assets in a periodic statement (or generally) will be based on:
- (a) any market information we reasonably consider appropriate; and
  - (b) information from sources we reasonably believe are reliable.

We are not responsible for any inaccuracies in the information we rely on. As prices fluctuate, the value of your Assets may have changed by the time you receive the statement.

#### Accuracy of statements

- 3.6 The statements we provide you show dates on which we expect Funds For Investment to be available to you. Clearing systems in some countries may cause a different value date or credit date to be used in practice. Your statements may show transactions that have not been settled, but we are not required to include unsettled transactions in your statements.

### 4. Transferring in and cashing in your Assets

- 4.1 If you have investments with another provider that can be held in your Investment Account, you may be able to transfer them into your Investment Account with us. Similarly, you may be able to transfer Assets that you hold with us to another provider. This will not affect your rights and other obligations in relation to the Investment Account.

- 4.2 If you ask us to transfer cash to you or a third party, we will first check whether:
- (a) there is sufficient cleared Cash Available (calculated in accordance with Section B, Part 1, clause 4.6 (Transferring in and cashing in your Assets)) below in the relevant currency in your Assets or Investment Account or where relevant your Cash Account; and
  - (b) this Cash Available is not needed to settle any transaction under the Agreement.
- 4.3 If these conditions are not met, we will take reasonable steps to:
- (a) convert cash held in an Investment Account or where relevant the associated Cash Account to the relevant currency; or
  - (b) liquidate or, as applicable, convert your Assets (in a manner we reasonably decide),
- to realise the amount required in time to make the transfer in full. You acknowledge that this might result in you obtaining a worse price for your Assets than might otherwise be the case if they were disposed of at a different time and/or crystallising a tax event at this time.
- 4.4 We will then transfer the cash to you:
- (a) once sufficient cash becomes available in the relevant currency; or
  - (b) on any later date you specify in your instructions (or, where that later date is not a Working Day, on the next Working Day).
- 4.5 If you instruct us to transfer any amount to you or a third party outside the jurisdiction in which we provide services to you, we will treat it as an international payment as described in Section C (Our banking services).
- 4.6 In deciding whether you have Cash Available to make a payment, we:
- (a) add the amount of cleared cash in your Investment Account or if relevant any associated Cash Account; and
  - (b) take away the total amount of the payments (including instructions relating to the purchase of investments) that you have asked us to make from the Investment Account or if relevant any associated Cash Account.

We do not have to take account of regular credits or any amounts received after we have decided not to make a payment.

## 5. Conflicts of interest

- 5.1 The complexity and size of the Barclays Group and its businesses, and our reliance on third parties at various points, can occasionally lead to situations where our interests or those of our staff conflict with your interests. Equally, your interests might occasionally compete with those of our other clients.

### Our conflict management arrangements

- 5.2 Where a potential conflict arises, we will take appropriate steps to protect your interests and ensure fair treatment, in line with the duties we owe you as our client. We have processes in place to handle such conflicts of interest, to help us act with an appropriate degree of independence from our own interests when transacting with you or acting on your behalf.
- 5.3 Where we are not satisfied that our arrangements to handle conflicts are sufficient to prevent a conflict from potentially harming your interests, we will:
- (a) disclose the nature and source of the conflict to you; and
  - (b) if appropriate, obtain your permission to continue with the service.
- 5.4 This Section B, Part 1, clause 5.4 (Our conflict management arrangements) provides a summary description of our conflicts of interest policy. On request, we will provide you with more information on how we handle conflicts of interest.

### Examples of conflicts that may arise

- 5.5 We describe below some of the types of conflicts of interest that could arise. Examples of these situations include:
- (a) where we or others in the Barclays Group carry on business on behalf of other clients;
  - (b) where recommendations we make to you differ from advice or recommendations given to other clients;

- (c) where we deal on your behalf through another member of the Barclays Group which receives an agent's commission or where we refer you to other parts of the Barclays Group for services (including where we Arrange a transaction by placing it with another company in the Barclays Group for Execution or where we refer you to other Barclays Group companies for services);
  - (d) to the extent allowed by Regulatory Requirements, where we Execute, Arrange, or give Advice on, transactions where we or another member of the Barclays Group benefit from a commission, fee, mark-up or markdown payable otherwise than by you, or are remunerated by the counterparty to the transaction;
  - (e) where a deal or recommendation involves investments issued by us, another member of the Barclays Group, or one of our or their clients;
  - (f) where another member of the Barclays Group deals with you as principal for their own account or has a long or short position in Securities that are held by you or in which we deal on your behalf;
  - (g) where we match your transaction with that of another client by acting as agent on their behalf as well as yours;
  - (h) Executing or Arranging a transaction or advising in circumstances where we have knowledge of other actual or potential transactions in the investment concerned;
  - (i) where we deal or recommend units in a Collective Investment Scheme in respect of which we or another member of the Barclays Group either act as, or advise, the trustee, investment manager or operator of the Collective Investment Scheme or otherwise act in a similar capacity;
  - (j) where we or another member of the Barclays Group are involved in or act in respect of a new issue of Securities, rights issue, takeover or any other transaction or have any other relationship with an issuer of investments which is relevant to investments in which we deal on your behalf or make recommendations; or
  - (k) where our officers or employees or those of another member of the Barclays Group act as officers or employees of issuers of investments in respect of which we deal on your behalf or make recommendations.
- 5.6 Neither we nor any other member of the Barclays Group will be under any duty that would prevent us or them from doing business of the sort indicated above, except where it would not be permitted under Regulatory Requirements.

#### Our obligations in respect of conflicts

- 5.7 Where we or any other member of the Barclays Group make or receive any profit, commission or remuneration from or by reason of any transactions which we enter into on your behalf (where Regulatory Requirements allow), neither we nor the other member of the Barclays Group will account to you for these amounts and these amounts will not be set off against our fees, except where this is required by Regulatory Requirements.

#### Specific disclosures

- 5.8 When providing services or conducting business for you:
- (a) we may receive from or pay to a third party commissions or other benefits in relation to that business (we will ensure that these arrangements provide for an enhancement of the service to which they relate and that they do not prevent us from acting in your best interests);
  - (b) we are permitted to deal in investments with you as agent or as principal; and
  - (c) we are permitted to deal in investments issued by any member of the Barclays Group.
- 5.9 For any business where you are introduced by a third party, we may have made a payment to the introducer or pay ongoing commissions. The basis of these payments will be made available to you:
- (a) where required by Regulatory Requirements; or
  - (b) at your request.
- 5.10 We are not under a duty to you to use or disclose all information in the possession of the Barclays Group when providing our services under the Agreement. For example, we are not obliged to disclose or take into consideration any information, fact or matter:
- (a) that has not come to the actual attention of an individual making a recommendation to you or acting on your behalf, whether or not it has come to the attention of any other person;
  - (b) disclosure of which would be a breach of a duty of confidentiality to any other person or result in a breach of any Regulatory Requirement; or
  - (c) that is held solely in a division of the Barclays Group in a manner that prevents its publication outside that division.



## 6. Inducements

- 6.1 We are required to comply with Regulatory Requirements on inducements. This means in summary that we are not permitted to accept or retain any fees, commissions, monetary or non-monetary benefits (each an inducement) paid or provided by a third party in relation to our service to you. We are similarly not allowed to pay or provide any inducement to any third party in relation to the provision of services to you. We can only accept or retain or pay or provide such inducements if they meet certain conditions. The inducement must not impair compliance with our duty to act honestly, fairly and professionally in accordance with the best interest of our clients and it must enhance the quality of the relevant service to you. We must also make disclosures about the inducement to you before we provide the relevant service to you.
- 6.2 If we are providing our Discretionary Investment Management Service to you then we are prohibited from accepting and retaining any fees, commission or monetary benefits or accepting any non-monetary benefits (other than acceptable minor non-monetary benefits and research we are permitted to receive from third parties) minor non-monetary benefits for this purpose include participation in conferences, seminars and other training events and hospitality of a reasonable de minimis value, such as food and drink during business meetings. If we receive any monetary benefit other than a minor one, then we are required to transfer such a monetary benefit to you or to your Account as soon as reasonably possible. We will let you know when we have done this.

## 7. Matters relevant to specific types of investment

- 7.1 Depending on the service you choose, our service may include the following features, which you should ensure you are comfortable with before taking the service:

### Underwriting or sub-underwriting commitments

- 7.2 We may recommend or enter into transactions on your behalf that commit you to underwriting, sub-underwriting or similar obligations in connection with a new issue of Securities, rights issue, takeover or other similar transaction.

### Stabilisation

- 7.3 We may recommend or deal for you in Securities, whose price has been influenced by measures taken to stabilise them (particularly used for new issues of Securities). This is explained more fully in Section B, Schedule 3 (Stabilisation), which you should read carefully before selecting a service with this feature.

### Unregulated Collective Investment Schemes

- 7.4 Some protections available to investors under the Regulatory Requirements may not apply in respect of Unregulated Collective Investment Schemes. For example, Unregulated Collective Investment Schemes will not be covered by the investor compensation schemes in all jurisdictions. Unregulated Collective Investment Schemes are not available to all of our customers and will be restricted as required by the Regulatory Requirements, for example if you are a retail client.

## 8. Key Information Documents (“KIDs”) and Key Investor Information Documents (“KIIDs”)

- 8.1 KIDs and KIIDs are available to access and view or download, save and print from our website or another website location that we will provide to you. If you are a retail client:
- We will provide you with a KID or KIID on paper, in another durable medium (e.g. by email to you) or by website, as chosen by you on becoming a client.
  - Where in respect of any relevant transaction we have provided you with a KID or KIID by means of a website or a durable medium other than paper (e.g. email), you have the right to request a paper copy of the KID or KIID free of charge.
  - We will direct you to the website or websites on which any KIDs or KIIDs are available.
  - Unless you have, on becoming a client or subsequently, chosen to receive KIDs and KIIDs from us only in paper form (i) you agree that we may provide you with KIDs and KIIDs by means of a website or a durable medium other than paper; and (ii) you confirm that you have regular access to the internet and have provided us with your email address.

## 9. Geographical restrictions

- 9.1 Certain countries have local regulations that may prohibit you from using our Investment Services. We are unable to offer our Investment Services in these countries. It is your responsibility to inform yourself about and observe any applicable laws.

# Part 2 – Our Discretionary Investment Management Services

## 1. How we will provide these services

- 1.1 We will manage your investments in an account or portfolio on a discretionary basis with a view to achieving your Investment Objective, subject to any restrictions in your Investment Strategy which we may agree to or which otherwise apply to the provision of our services under the Agreement.
- 1.2 To allow us to do this, you grant us full authority, at our sole discretion and without reference to you, to enter into any kind of transaction or arrangement for you, including investing in any type of investments (including Regulated Collective Investment Schemes and Unregulated Collective Investment Schemes) or other assets including structured deposits and Retail Investment Products.
- 1.3 You grant us full authority, at our sole discretion and without reference to you, to manage and exercise voting rights or other rights attached to your Assets.
- 1.4 A list of the transaction and product types we will provide you in the context of our relevant services is provided in our products and services brochure or is available on request. Our services may, subject to your Investment Objective and subject to restrictions in your Investment Strategy, include financial instruments not admitted to trading on a Regulated Market.
- 1.5 We will use reasonable endeavours to achieve the Investment Objective but will not be responsible if it is not achieved.
- 1.6 If we decide to invest in a Collective Investment Scheme for you, the return which you receive on the shares or units which we invest in for you will be subject to the costs of managing and operating the relevant Collective Investment Scheme. In exercising our discretion, we may choose classes of shares or units which incur higher charges than others, if we think they best meet your requirements.
- 1.7 When we decide at our discretion to Execute a transaction:
  - (a) we will do so promptly in accordance with our Best Execution Policy (see Schedule 1 for details on how to access our Best Execution Policy);
  - (b) we may Execute transactions for you by entering into transactions as your agent or as principal;
  - (c) we will Execute transactions for you by selecting a Market Counterparty that will enable us to act in your best interests; and
  - (d) the transaction may relate to investments issued by us or another member of the Barclays Group.

## 2. Investment Strategies and Objectives

- 2.1 Before we manage your investments, we will carry out an assessment in relation to your personal and financial circumstances, your Investment Objectives and risk appetite and your knowledge and experience relevant to the services to be provided. Following this assessment, we will agree with you and record an Investment Strategy and an Investment Objective for each portfolio of Assets. We carry out this assessment in order to ensure that we can act in your best interests.
- 2.2 Where we offer you a bundle of services or products in a package, then our assessment will consider whether the bundle of products or services is suitable for you from an overall perspective.
- 2.3 We will carry out a periodic assessment of suitability that will involve contacting you and asking for up to date information on your personal and financial circumstances. This will be done on at least an annual basis or more frequently if considered appropriate for you. This periodic assessment involves a review of all information previously provided to us in so far as we reasonably consider it to be relevant to the suitability of your Assets for you. The information provided will enable us to check that your investments and the Investment Strategy remain suitable for you so it is very important that you do provide accurate and up to date information.
- 2.4 If we are unable to check suitability on a periodic assessment because information requested is not provided then we may have to stop providing services to you. If services are terminated your Assets will be held in custody pending your instructions, for which we will continue to apply our standard fees for Custody Services.

### 3. Client reporting

- 3.1 We will, unless agreed otherwise or provided below, provide a valuation report once every three months showing all transactions during the relevant period and all of your Assets, cash and liabilities at the end of the relevant period. We will not provide you with a report once every three months if we provide an online system through which you can easily access up to date valuations of your portfolio. However if you do not access valuations through any such online system at least once a quarter we will revert to providing you with statements every three months.
- 3.2 You may also elect to receive confirmation statements on a transaction-by-transaction basis. If you elect to do so then a periodic report will be provided to you once every 12 months unless your portfolio includes Securities giving you the right to acquire or sell any such transferable Securities or giving rise to a cash settlement determined by reference to transferable Securities, currencies, interest rates or yields, commodities or other indices or measures. In this case the report will be provided every three months.
- 3.3 If the Investment Strategy agreed with you authorises us to enter into any type of leveraged transaction(s) for your portfolio (i.e. any which we may enter into for you using borrowed funds or which may involve a contingent liability such as where we may use derivatives or certain structured products) monthly, then we will provide you with a valuation report at least once a month.
- 3.4 In addition to reporting to you in accordance with Section B, Part 2, clause 3.1 (Client reporting) above we will let you know where the overall value of your relevant portfolio depreciates by 10% (and at multiples of 10% thereafter) or more during a reporting period. We will let you know this no later than the end of the Working Day in which the threshold is exceeded or, in a case where the threshold is exceeded on a non-Working Day, the close of the next Working Day.

### 4. Valuations and performance assessment

- 4.1 Valuations of your Assets in a periodic statement (or generally) will be based on: (a) any market information we reasonably consider appropriate; and (b) information from sources we reasonably believe are reliable.
- 4.2 We are not responsible for any inaccuracies in the information we rely on. As prices fluctuate, the value of your Assets may have changed by the time you receive the statement.
- 4.3 We will provide you in advance an appropriate benchmark against which the performance of your portfolio of Assets will be assessed. If we do not agree a benchmark the default benchmark will be at our discretion.

### 5. Derivatives

- 5.1 You authorise us, when consistent with the mandate you have given us, to:
- (a) use derivatives in managing your Account. We might need to assess your circumstances before beginning to use derivatives. Please speak to your usual Barclays Bank contact if you would like to discuss this;
  - (b) Arrange for you to enter into derivative transactions with other members of the Barclays Group;
  - (c) enter into any type of transaction in order to enable you to exit all of your positions, or any of them. This includes entering into derivatives transactions in seeking to reduce or eliminate exposures you have under derivatives that are in your portfolio;
  - (d) enter into any credit agreement or facility;
  - (e) grant security over Assets that are in your portfolio; and
  - (f) sign or enter into any type of document or agreement on your behalf.

## Part 3 – Our Advisory Services

### 1. The nature of our Advisory Services

- 1.1 Where we provide you with Advice, we will give you investment recommendations which we reasonably consider are suitable, having regard to your Investment Objective, subject to any restrictions in your Investment Strategy or that otherwise apply to these services.
- 1.2 All decisions on whether to invest in, hold or dispose of any asset are yours and we will only enter into, Execute or Arrange transactions as you instruct. You have the right to decline to follow our Advice.
- 1.3 We will use reasonable endeavours to give you Advice so that you achieve the Investment Objective but will not be responsible if the Investment Objective is not achieved, whether or not you acted upon our recommendations.
- 1.4 We are not responsible for the impact of any taxes, for instance capital gains tax, income tax, or inheritance tax, when recommending specific transactions. As a consequence, transactions we recommend may result in a tax liability for you.
- 1.5 Our Advisory Services cover a specific range of transactions and investments and other products and will depend on any limitations that we may tell you about.
- 1.6 When we want to provide you with Advice, we will make all reasonable efforts to contact you using the agreed channels and the most recent and updated contact details which we hold for you. However, we will not be liable where we try, but are unable, to contact you.
- 1.7 Unless we agree otherwise, we will not take account of any cash or other assets which you hold with us or any Barclays Group company outside of your investment portfolio.
- 1.8 Unless we agree to provide you with Advice on an ongoing basis (see Section B, Part 3, clause 3 (Ongoing Advisory Services) below), we will provide Advice from time to time but are under no obligation to provide proactive Advice and have no ongoing obligation to advise you on or monitor any individual investment or portfolio of investments held with us, with any other member of the Barclays Group or otherwise.
- 1.9 Our Advisory Services, where provided from the UK, are subject to FCA Rules. Where our Advisory Services are provided from the Isle of Man, Jersey and Guernsey, they are subject to the supervision and regulation of the Isle of Man Financial Services Authority, the Jersey Financial Services Commission, and the Guernsey Financial Services Commission respectively.

### 2. Investment Strategies and Objectives

- 2.1 Before we provide you with Advice, we will carry out an assessment in relation to your personal and financial circumstances, your Investment Objectives and risk appetite and your knowledge and experience relevant to the services to be provided. Following this assessment we will agree with you and record an Investment Strategy and an Investment Objective for each relevant service or for a specific Asset or portfolio of Assets. We carry out this assessment in order to ensure that we can act in your best interests.
- 2.2 Where we intend to offer you a bundle of services or products in a package, then our assessment will consider whether the bundle of products or services is suitable for you from an overall perspective.
- 2.3 If we are unable to check suitability on a periodic assessment because information requested is not provided then we may have to stop providing services to you. If services are terminated your Assets will be held in custody pending your instructions, for which we will continue to apply our standard fees for Custody Services.

### 3. Ongoing Advisory Services

- 3.1 Where we agree to provide you with ongoing Advice with respect to a specific Asset or portfolio of Assets, we will:
  - (a) periodically review each Asset to determine whether it remains invested in a manner which is consistent with the Investment Strategy and will make recommendations to you when we believe you should make changes to your holding(s);
  - (b) carry out a periodic assessment of suitability which will involve contacting you and asking for up to date information on your personal and financial circumstances. This will be done on at least an annual basis or more frequently if considered appropriate for you. This periodic assessment involves a review of all information previously provided to us in so far as we reasonably consider it to be relevant to the suitability of your Asset(s)

for you. The information provided will enable us to check that your investments and the Investment Strategy remain suitable for you so it is very important that you do provide accurate and up to date information; and

(c) let you know if, as a result of the periodic assessment it is considered that you need new Advice.

#### 4. The scope of our Advice

- 4.1 We will provide you with restricted advice within the meaning of the FCA Rules. Restricted advice is also described by the FCA as non-independent advice. Restricted advice is advice based on a more restricted analysis of a narrower range of relevant products available on the market than is the case where a firm provides independent advice.
- 4.2 We do not provide independent advice. We may restrict our advice to a range that is limited to certain issuers or providers. We may limit our advice to a range of products issued or provided by us, companies in our group or other entities with which we have close legal or economic relationships. Where our advice is restricted, we are still required to ensure that we are not biased and that any relevant product or any relevant transaction we advise you on is suitable to meet your Investment Objectives.
- 4.3 We are required to act in your best interests without regard to any conflict of interest or material interest we may have as disclosed in Section B, Part 1, clause 5 (Conflicts of interest). You should refer to our products and services brochure for more information about the basis on which we provide our restricted advice.

#### 5. Market commentary or trade information

- 5.1 Where we provide you with market commentary or trade information (for example, a list of available funds or prices for particular trades), we are not providing you with Advice.
- 5.2 Where we provide you with market commentary or trade information, we will not carry out an assessment in relation to your personal and financial circumstances, your Investment Objectives or your risk appetite.

## Part 4 – Our dealing services

### 1. Executing and Arranging transactions for you

- 1.1 We will Execute transactions for you by selecting a Market Counterparty that will enable us to act in your best interests. We will also arrange settlement. In certain circumstances, the Market Counterparty (not Barclays Bank) will control how your order is concluded. You acknowledge that standards in international markets vary.
- 1.2 If we Arrange transactions for you, we would not control how your order is Executed because this is undertaken by the firm who receives the order from us and Executes it. However, when we Arrange transactions we must (in accordance with our Best Execution Policy) select an investment firm which will enable us to act in your best interests when Arranging the transaction for you.
- 1.3 If we provide you with Execution services or Arrange transactions for you, we will usually be required to provide best execution, and, in doing so, we will comply with our Best Execution Policy, which we may amend from time to time. A copy of our Best Execution Policy can be found at: <https://ciom.barclays.com/important-information/terms-and-conditions/>. We will tell you if we change this by contacting you as set out in Section A, Part 1, clause 3 (How we can contact you). By accepting these terms and instructing us to provide Investment Services you give your consent to our Executing transactions in accordance with our Best Execution Policy.
- 1.4 We will not owe you a duty of best execution where we only introduce you to other members of the Barclays Group and do not actually Arrange a transaction for you because we do not take your order. Where another member of the Barclays Group Executes a transaction for you or when a third party Executes a transaction for you then they will owe you a duty of best execution in accordance with their own best execution and order handling policies.
- 1.5 When we Execute any transaction on your behalf or Arrange a transaction by placing orders for Execution with other parties, you authorise us to:
  - (a) deal for you with Market Counterparties, or in the case of Arranging, other investment firms, as we reasonably think fit;
  - (b) take, or omit to take, steps (including refusing to carry out, or in the case of Arranging, place an order) which we reasonably believe necessary to comply with market practices or rules and Regulatory Requirements;
  - (c) negotiate and Execute or Arrange the execution of contracts with third parties which we reasonably consider to be necessary (for example, contracts with clearing brokers or, in certain jurisdictions, contracts of life insurance) on your behalf; and
  - (d) otherwise act as we reasonably consider to be appropriate.
- 1.6 Our relationship with you will not give rise to any contractual or non-contractual duties that would prevent us or any other member of the Barclays Group from doing business with or for other clients.
- 1.7 You authorise us to Execute deals on your behalf outside of a Trading Venue. We will do so when we believe it is in your best interests to transact in this way. For example, this may arise where the investment can be traded at a better price for you or where there is better liquidity if the trade is Executed outside the Trading Venue. By signing your application for our Investment Services or otherwise accepting these terms in such manner as we shall require to create a valid agreement between us, you expressly consent to us carrying out off-market transactions of this kind on your behalf when Executing transactions.
- 1.8 In certain circumstances and, in particular, for transactions in publicly traded shares, we are required to trade in a particular way, such as on certain Execution Venues, rather than off-venue.
- 1.9 If the service you have selected permits you to give specific dealing instructions and we agree to Execute or Arrange transactions in accordance with those instructions:
  - (a) it may not be possible for us to obtain the best result that would otherwise be available to you at the time of Executing or Arranging using our own dealing process; and
  - (b) the dealing terms you receive for the Execution of the transaction may be adversely affected.
- 1.10 We may refuse to act on any instruction or, as applicable, Execute or Arrange a transaction or any part of a transaction where:
  - (a) your Investment Account does not hold sufficient cleared cash, Securities or credit limits or other permitted collateral to satisfy all obligations, whether present, future or contingent in relation to that instruction or transaction;

- (b) to do so would result in an uncovered position or other unfunded liability, or borrowing against Assets in your Investment Account; or
  - (c) we believe that to do so would result in an overdraft on any Account you hold with Barclays Bank,
- and we may reverse and settle such transactions at your risk. You accept full liability for any resulting Losses.

#### Execution factors

- 1.11 In selecting a Market Counterparty, we will consider the execution factors which are detailed in our Best Execution Policy.
- 1.12 You agree that:
  - (a) the relative importance of the execution factors may vary from transaction to transaction depending on the circumstances of the trade /order to trade and the prevailing market conditions;
  - (b) when we Execute your transaction via our Electronic dealing systems, we may poll different investment firms to identify the best available terms; and
  - (c) if an order cannot be Executed or in the case of Arranging, routed for Execution automatically, it will be dealt with manually by our dealing professionals, who will consider the circumstances of each deal and decide on the appropriate course of action. This may include the prioritisation of another execution factor (such as speed or certainty of Execution among others) over the best market price when it is in your best interests to do so.

#### Market Rules

- 1.13 All transactions in exchange-traded investments, transactions which are not traded on a Trading Venue but OTC (over the counter, i.e. not on a Trading Venue) and any other transactions will be effected subject to, and in accordance with, the rules, regulations, customs and practices from time to time of any exchange, clearing house or other organisation or market involved in the conclusion, Execution or settlement of a transaction and any exercise by any such exchange, clearing house or other organisation or market of any power or authority conferred on it ("**Market Rules**") and accepted industry practices.
- 1.14 The Market Rules and industry practices usually contain far-reaching powers in an emergency or otherwise undesirable situation.

#### Risk

- 1.15 We will use reasonable endeavours to agree any third party contracts on your behalf on terms which, in our reasonable opinion, are standard in the relevant market.
- 1.16 If any Market Counterparty or clearing house takes any action which affects a transaction or contract then we are entitled to take any action relevant to the situation and reasonable in your or our interests.
- 1.17 Unless we have been negligent, we will not be liable for any Losses suffered by you as a result of the acts or omissions (including the insolvency) of any Market Counterparty or clearing house or a failure in any Electronic dealing system for technical reasons outside our control or any action reasonably taken by us as a result of those acts or omissions.
- 1.18 Where we Execute a transaction for you as your agent or Arrange a transaction for you with an investment firm, delivery or payment (as appropriate) is the responsibility of the other party to the transaction (the counterparty). We do not act for or otherwise have control over the counterparty and we are not liable to you for anything the counterparty does or does not do. We will only make delivery or payment if we receive the relevant assets or sale proceeds from the counterparty. Delivery or payment of a transaction by a counterparty is at your entire risk. The only exception to this is where we agree to accept a risk in accordance with Section B, Part 4, clause 5 (Settlement processes and how we will settle with you).

#### Our right to act without instructions

- 1.19 You must promptly give us any instructions that we may require. If you do not give us prompt instructions, or we are unable to contact you, we may, at our reasonable discretion, take such steps as we reasonably consider necessary or reasonable on your behalf or for our own protection or your protection.

#### Exercising your rights

- 1.20 It is your sole responsibility to exercise, in a proper and timely manner, any right, privilege or obligation under any Security or any other investment or transaction in your Investment Account.



- 1.21 You must tell us if you want to exercise any right under any Security or other investment or transaction in your Investment Account at the time stipulated by us or any relevant Execution Venue. If you fail to do so, we may treat the right as abandoned by you.

#### Our responsibilities where we Arrange transactions for Execution by other companies in the Barclays Group

- 1.22 If we introduce or refer you to another member of the Barclays Group or another member of the Barclays Group introduces or refers you to us, then our obligations to you under this Agreement are limited to those transactions we Execute with or for you or Arrange for you, and as set out in Section B, Part 4, clauses 13 (Margin requirements for Contingent Liability Transactions and leverage trading positions) and 14 (Your income). Merely introducing you to another company does not normally involve us in providing you with services or having any regulatory responsibilities in relation to that introduction.
- 1.23 Where another member of the Barclays Group Executes a transaction with or for you or Arranges the Execution of a transaction for you, then such activity will be governed by terms and conditions applicable to that member of the Barclays Group and not the Agreement. We are not responsible for services provided by other companies in the Barclays Group.

### 2. Combining orders – “aggregation”

- 2.1 You acknowledge and agree that:
- (a) when we Execute a transaction or Arrange a transaction for you, we may combine your order with our own orders and orders of other clients if we believe that aggregation can generally be expected to work to the advantage of all parties concerned;
  - (b) on some occasions, aggregation may disadvantage you (for example, in terms of price);
  - (c) when we combine orders or when an order cannot be Executed as a single transaction, we may Execute it in a series of deals and confirm to you the aggregate of these at an average price; and
  - (d) we may allow Market Counterparties, or in the case of Arranging, other investment firms to combine your order with their own deals and their clients’ deals, subject to Regulatory Requirements.
- 2.2 When a combined order cannot be filled, we will allocate the order to all participants in proportion, unless:
- (a) it is not in your interest to receive a reduced allocation (for example, if we are of the view that the deal is not economic when considered against dealing costs); or
  - (b) we are prevented from doing so under Regulatory Requirements.

### 3. Split orders

- 3.1 You acknowledge and agree that when we Execute transactions with or for you or Arrange transactions for you, we may split your order into more than one trade if we reasonably believe this to be in your best interests. We are also able to allocate in a single trade at an average price of the split orders. You can ask us for information about the price of each trade. On some occasions, a split of your order may result in you obtaining a less favourable price.

### 4. Limit Orders

- 4.1 You may give us an instruction to buy or sell an investment or enter into a transaction at a specified price limit or better and for a specified size (a “**Limit Order**”). If you do:
- (a) if it is in respect of a share admitted to trading or traded on a Trading Venue, and we are not immediately able to Execute at the relevant price, we will, where possible, publish the amount of stock and price available in order to increase its chances of Execution;
  - (b) we will not publish orders which are large in scale compared to normal market size as defined by Regulatory Requirements that apply in the relevant jurisdiction; and
  - (c) you may choose to instruct us not to publish unexecuted Limit Orders.
- 4.2 The maximum validity period we will allow for a Limit Order may vary. We will confirm this to you on request before you place a Limit Order.
- 4.3 You should telephone us in due course to confirm that we have been able to carry out your deal at the price instructed. If we were unable to carry out the deal at your price, you can repeat your Limit Order by telephoning us on the next Working Day.



## 5. Settlement processes and how we will settle with you

- 5.1 You should be aware that purchase and sale of assets and the settlement of transactions depends on the standard settlement cycles in relevant markets and this may be a period of several days (two Working Days for most UK Securities) or longer if settlement fails for any reason. Timings will vary for other investments. The Securities settlement conventions in certain markets which apply to the holding of assets or settlement of transactions for you may result in a delay before proceeds of sale are received for you, or title to a Security passes to you. As a result Assets credited to your Investment Account on a “contractual settlement” basis (i.e. before they have actually settled to your Account as described below) may not be available to you to sell and if you enter into a sale transaction before they have settled we may, at our discretion, take the steps described in this Part 4 clause 5.
- 5.2 When entering into a transaction or in respect of any purchases you instruct us to make on your behalf, you must pay us in full in immediately available cash on the relevant settlement date. If you do not pay in full, we may, but are not obliged to, take one or more of the following Default Actions:
- if practicable, not Execute the transaction;
  - settle the transaction on your behalf at our expense and recover that expense from you;
  - sell, at the prevailing market price, sufficient of the investments for which settlement is outstanding to recover the amount of any shortfall; and/or
  - sell, at the prevailing market price, a sufficient amount of your other Assets to recover the amount of any shortfall.
- 5.3 In respect of any sales, you must ensure that you have delivered to us or that we are already holding any Assets that you are selling. Unless we have expressly agreed otherwise, you must not ask us to sell any assets for you that you do not own, or cannot deliver to the market on a timely basis, and we will not knowingly sell those assets. If you do not ensure the assets you are selling are available to us to deliver to the purchaser on the settlement date then we may, but are not obliged to, take one or more of the following Default Actions:
- if practicable, not Execute the transaction; and/or
  - settle the transaction on your behalf by using our own assets or carrying out a buy in as set out in Section B, Part 4, clause 12 (Buy-ins) below.
- 5.4 We will act reasonably in deciding whether to take any of the Default Actions referenced in Section B, Part 4, clauses 5.2 and 5.3 above and which of those actions to take, having regard to the relevant circumstances at the time. We may, for example, take into consideration market conditions and the rules of any clearing house.
- 5.5 If we need to take Default Action in respect to any purchase or sale as set out in Section B, Part 4, clauses 5.2 and 5.3 above:
- you will be liable for any Losses we incur in connection with the Default Action;
  - where reasonably practicable, we will attempt to notify you and obtain your agreement before we take any Default Action; and
  - we will notify you of the action we have taken, together with the details of any amounts that you are required to pay as a result.
- 5.6 As set out in Section B, Part 4, clause 1.16 (Risk), we are not responsible for delivery or payment by the counterparty to any transaction we Arrange for you or Execute as your agent. The only exception to this is when we specifically agree, on a case-by-case basis, to accept the risk of the counterparty failing to settle. Any such agreement:
- will be limited to the particular trade at the time; and
  - must not be interpreted as giving rise to any kind of promise, understanding, assurance or belief that we will agree to accept any similar risk in relation to any other trade at any time in the future.
- 5.7 We may, at our discretion, update our books and records to reflect the delivery or receipt of assets or cash prior to actual settlement of the trade in the market. This is referred to as “contractual settlement”. If we, at our discretion, give contractual settlement in respect to trades that you have entered into then should settlement of the trade fail (i.e. we do not receive cash proceeds from the buyer for a sale by you or the delivery of assets by a seller for a purchase by you), we may enter into an identical trade with a separate counterparty and unwind the trade and adjust our books and records to reflect the status of the cash or Assets we hold for you (i.e. to reflect the actual position on our books).

## 6. DVP settlement

- 6.1 As a member or participant, or sponsored member of commercial settlement systems (e.g. Euroclear and Crest) we may place or settle delivery versus payment “DVP” transactions as your agent.
- 6.2 You agree that where we settle transactions through commercial settlement systems of which we are a member or participant for you we may rely on the DVP exemption to the Client Money Rules and to the Regulatory Requirements relating to the custody of assets as follows:
- where you instruct us to purchase Securities, we will do so on the basis that the Securities will be due to you within one Working Day of you fulfilling your payment obligations. We will not treat these sums as Client Money under the Client Money Rules, unless the trade does not settle by the end of the third Working Day after you fulfil your payment obligation. We will treat the Securities we receive on settlement in line with our Custody Services; and
  - where you instruct us to sell Securities, we will do so on the basis that the sales proceeds are due to you within one Working Day of you fulfilling your delivery obligation to us. We will not treat these Securities in line with our Custody Services, unless the trade does not settle by the end of the third Working Day after you fulfil your delivery obligation. We will treat the monies we receive on settlement in line with our provisions for holding your money in Section B, Part 9 (Holding cash for Investment Services).

## 7. Supplementary payment obligations

- 7.1 We may require you to:
- maintain or supplement any deposit or Margin in respect of any transaction we enter into with you or for you; or
  - meet any other call for further cash or other assets made under the terms of any transaction we enter into with you or for you. Where this is the case, you must make any payment and deliver any cash or other assets on or before the relevant due date.

## 8. Pricing errors

- 8.1 We do not accept trading strategies aimed at exploiting errors in prices and/or concluding trades at off-market prices (commonly known as “sniping” or “arbitrage”). If we can show that at the time of the trade there were errors in prices, commissions, or in the Trading Platform, and that you, based on trading strategy or other provable behaviour, deliberately and/or systematically exploited or attempted to exploit such an error, we may take one or more of the following actions:
- adjust the price spreads available to you;
  - restrict your access to streaming and instantly tradable quotes, including providing manual quotation only;
  - retrieve from your Investment Account any historic trading profits that we can document have been gained through such abuse of liquidity at any time during our relationship with you; and
  - remove access to the Trading Platform immediately by giving written notice.

## 9. Errors in quoted prices

- 9.1 Errors may occur in the prices of transactions quoted by us. In addition to any other rights we may have in law, we will not be bound by any contract which purports to have been made (whether or not confirmed by us) at a price which:
- we can demonstrate was manifestly incorrect at the time of the transaction; or
  - was, or ought reasonably to have been, known by you to be incorrect at the time of the transaction.

## 10. Changes to status of orders

- 10.1 You may be able to choose to receive email acknowledgements of any status changes on your orders. Unless you advise us otherwise, such acknowledgements will be sent to the email address we hold for you.

## 11. When settlement fails

- 11.1 There may be circumstances beyond our control that mean that we are unable to settle your transactions (a settlement failure). If this occurs, we will notify you as soon as reasonably practicable, discuss with you your options for settlement and use our reasonable endeavours to settle the trade for you. However:
- there may be circumstances in which settlement is impossible or prevented by a third party or an exchange or irregular market conditions;

- (b) where the trade has to be settled through a settlement system, this may also mean that there is a significant delay in settlement or that settlement does not occur;
- (c) you will remain liable for your obligations in relation to the transaction until settlement or other conclusion of the transaction occurs; and
- (d) the transaction may be subject to Regulatory Requirements which impact the actions you or we may take, even if the failure is not caused by you, and you agree to be bound by our separate Settlement Fails Procedure. Please refer to the latest version on our website. If you wish to receive a hard copy of the current Settlement Fails Procedure please notify your usual Barclays Bank contact. If this applies, you may be required, for example, to pay cash penalties (or you may receive the distribution of those penalties), initiate or participate in a buy-in process (see Clause 12 below), or to receive cash compensation instead of a security or other relevant instrument. For these purposes a transaction may include, for example, the outright sale and purchase of a security, or the transfer and delivery of certain financial instruments such as by collateral or otherwise. We will use reasonable endeavours to notify you promptly if the Settlement Fails Procedure applies. **The Settlement Fails Procedure may impact on your investment and expected returns.** See Clause 12 (Buy-ins) below and the Settlement Fails Procedure for more details.

## 12. Buy-ins

- 12.1 Where we are unable to complete settlement of the transaction on the appropriate settlement date due to you having insufficient Securities available to settle the transaction, we may take a number of steps. Those steps will depend on whether the settlement of the transaction is subject to any Regulatory Requirements impacting on the actions you or we could (or must) take:
- (a) Where the settlement of the transaction is subject to such Regulatory Requirements the Settlement Fails Procedure will apply and you agree to be bound by it. Please refer to the latest version on our website. If you wish to receive a hard copy of the current Settlement Fails Procedure please notify your usual Barclays Bank contact. For these purposes a transaction may include, for example the outright sale and purchase of a security, or the transfer and delivery of certain financial instruments such as by collateral or otherwise. We will use reasonable endeavours to notify you promptly if the Settlement Fails Procedure applies. **The Settlement Fails Procedure may impact your investment and expected returns.** For example you may be liable to pay the additional amount if the buy-in is more costly than the agreed price and you may also be liable to pass on the difference in costs if the buy-in was less costly than the agreed price. See the Settlement Fails Procedure for more details.
  - (b) Where the settlement of the transaction is not subject to such Regulatory Requirements, we may, acting reasonably, buy sufficient Securities to enable us to complete settlement of the transaction. You are liable for any costs we properly incur in relation to a settlement failure, together with any Losses, including purchase of the Securities at the prevailing market rate. You are not liable to us for any costs or Losses in relation to a settlement failure that occurs due to circumstances within our control, or for any costs or Losses which we could reasonably have avoided.
- 12.2 Where reasonably practicable, we will attempt to notify you before we buy the Securities but can go ahead even if we cannot contact you. Once completed, we will notify you of the action we have taken, together with the details of any amounts that you are required to pay as a result.

## 13. Margin requirements for Contingent Liability Transactions and leverage trading positions

- 13.1 Where we Execute Contingent Liability Transactions with or for you, or permit you to enter into a leverage trading position, you may be required to deposit additional cash or Assets with us on our request, and of sufficient value, as are required to provide Margin for that transaction.
- 13.2 Where we require or hold Margin from you, subject to Regulatory Requirements:
- (a) we will determine the amount or value of Margin required at any point in time, but this will typically be an amount or value which at least equals the margin requirements of the relevant exchange or any third party who is a counterparty to the transaction;
  - (b) you are not entitled to the return of any Margin without our consent, which we will not unreasonably withhold;
  - (c) you authorise us to grant any pledge or security interest over any Margin;
  - (d) you authorise us to deposit such Margin with, or transfer Margin to, any counterparty, exchange or clearing house with or through whom we Execute a Contingent Liability Transaction for you. You agree that such Margin will be subject to the rules or regulations of the exchange or clearing house;
  - (e) we may apply Margin or the proceeds of sale of Margin to meet any delivery or payment obligations to us, exchanges, clearing houses, intermediate brokers, clearing agents or any counterparty to your transaction (including a member of the Barclays Group);

- (f) if you fail to provide Margin for a particular transaction, we may close out, reverse or terminate the relevant position or contract. In certain circumstances, Regulatory Requirements require us to close out your open position if you fail to meet a Margin call for five Working Days;
- (g) we will notify you if and when a Margin or other threshold is breached; and
- (h) amounts held by us as Margin will not bear interest unless we otherwise agree.

- 13.3 All Margin is pledged as a security for any liability that you may have towards us.
- 13.4 If you fail to fulfil any obligation in respect of transactions for which we have taken Margin, we are entitled to sell such Margin immediately without any notice or court action. This will take place by such means and at the price that we, in our reasonable discretion, determine to be the best obtainable.
- 13.5 Your Margin may be held in accounts with banks outside the jurisdiction in which we provide you with services under the Agreement. If such a bank has not given us the trust status acknowledgement described in Regulatory Requirements, that bank has not accepted that it has no right of set off or counterclaim against money held in such accounts in respect of any sum owed on any other account of ours.
- 13.6 Your Margin may be passed to or held with an intermediate broker or settlement agent located in a jurisdiction outside the jurisdiction in which we provide services to you under the Agreement. The legal and regulatory regime in such jurisdictions will be different to that in the jurisdiction in which we provide services to you and, if there is a default of the intermediate broker or settlement agent, your Margin may be treated differently.
- 13.7 A list of overseas banks, investment firms and agents, with or through whom money or Securities may be held will be made available to you on request. We may update this list from time to time and copies of any revised list may be obtained from us on request.
- 13.8 In addition to any Margin requirement we communicate to you, depending on the nature of the transaction we Execute with or for you, you may be required to provide the exchange or clearing house through whom we Execute the transaction with additional Assets as collateral. You agree that any Assets provided to an exchange or clearing house will be subject to rules and regulations of the exchange or clearing house.

#### 14. Your income

- 14.1 Income will be dealt with in accordance with your instructions. Your Application Form may ask you whether you want to receive all dividend income in the form of cash dividends or shares offered in lieu of a dividend (a “**Scrip Dividend**”).
- 14.2 You can change your dividend income instructions. We will accept instructions in writing or by telephone call to your usual contact.
- 14.3 We can change your dividend income instructions in specific circumstances, as set out in Section A, Part 1, clause 22.9 (Changes to your dividend income instructions).

##### Scrip Dividends

- 14.4 If Scrip Dividends are not available, we will accept cash on your behalf. If we are notified of an enhanced Scrip Dividend and you have provided us with your dividend preferences, then instead of asking you whether to take the dividend in shares or cash, we will take the decision based on your preference. If you have not provided us with your dividend preferences and we are unable to contact you regarding the issuance of enhanced Scrip Dividend, we will take up the default option.

##### Dividend reinvestment programmes

- 14.5 If a company offers a Dividend Reinvestment Programme (DRIP), we will accept cash on your behalf unless you have elected to receive shares. There may be circumstances where market restrictions do not permit an election for shares. If this happens we will accept cash on your behalf.

#### 15. Suitability and appropriateness of transactions

- 15.1 Where we Execute or Arrange a transaction for you on a non-advised basis (i.e. where we have not provided you with Advice on the transaction), we are not obliged to ensure such transaction is suitable for you. If you do not obtain Advice on your transactions then you should ensure that you have obtained appropriate information to enable you to make an independent assessment of doing so and that you enter each transaction based on your own judgement.

- 15.2 Where we Execute or Arrange a complex transaction for you on a non-advised basis and you are a retail client, we are obliged to assess whether certain types of transactions are appropriate. Where the requirement to assess appropriateness of a transaction applies, we will need to obtain (or if we already have it, refer to) certain information from you and make an assessment of whether you have the necessary experience and knowledge in order to understand the risks involved. Even if we are satisfied that you have the necessary experience and knowledge there is no requirement on us to let you know that this is the conclusion we have reached.
- 15.3 Where we Execute or Arrange a non-complex transaction (e.g. listed shares and debt instruments on certain markets and shares or units in UCITS funds) for you on a non-advised basis and you are a retail client, we are not required to assess whether the transaction is appropriate and you will not benefit from the protection of the FCA Rules on assessing appropriateness or equivalent Regulatory Requirements in any other jurisdiction.
- 15.4 Where we Execute or Arrange a transaction for you on a non-advised basis and you are a professional client in relation to such transaction, we are entitled to assume that you have the necessary experience and knowledge in order to understand the risks involved.
- 15.5 Where we Execute or Arrange a transaction for you on a non-advised basis:
- (a) we do not take any financial responsibility for the transaction and will not be liable for any Losses resulting from the transaction;
  - (b) we will not be liable if the transaction results in an overdraft on any bank account you hold, uncovered position or other unfunded liability, or borrowing against Assets in one of your Accounts, or is not fully covered by the security you have provided;
  - (c) subject to the requirement on us to report to you in relation to depreciations in your portfolio or individual positions (as set out in Section B, Part 1, clause 3 (Client reporting)), we are under no duty to monitor or notify you of movements in your Investment Account or any accounts with a third party or member of the Barclays Group;
  - (d) it is the result of an independent assessment by you and you represent that you have not relied on any trading suggestions, recommendations, research or information you may have received from us; and
  - (e) you remain responsible for any transactions Executed or Arranged before the date our relationship is terminated until final settlement.

## 16. Confirmation of transactions

- 16.1 We will confirm a transaction is Executed when we have matched the transaction with the Market Counterparty. Confirmations issued to you by the Trading Platform at the time you transmit instructions should not be treated as confirmation of the execution of the trade. Where we Arrange a transaction by placing an order on your behalf (rather than Executing it) we will not provide you with a confirmation provided that we know the person Executing your transaction will promptly do so in accordance with the Regulatory Requirements.
- 16.2 Each time we Execute a transaction on your behalf, we will provide a confirmation statement setting out (among other things) the amount you will receive or pay on settlement, and send it to you by:
- (a) the first Working Day after Execution; or
  - (b) subject to Section B, Part 4, clause 16.7 below, the first Working Day after we receive confirmation from a counterparty in respect of Execution of the order.
- 16.3 You should tell us as soon as possible if the information on any confirmation statement we send you is incorrect. If the original confirmation statement is incorrect, you agree to return it to us if we ask for it and repay any overpayments immediately. We may purchase replacement investments at your cost.
- 16.4 We will charge you interest on any overpayment where we consider it reasonable to do so.
- 16.5 You must notify us immediately:
- (a) if you do not receive a confirmation statement by post informing you that we have carried out your dealing instructions within three Working Days of you placing them; or
  - (b) if you receive a confirmation statement of a deal which you did not place.

### We will provide information about the status of any pending order, on your request

- 16.6 If you purchase units or shares in a Collective Investment Scheme and your orders are periodically Executed as a series of orders, you will receive a confirmation statement at least once every six months detailing each order Executed during that period.
- 16.7 If we Execute a transaction for you by placing your order with a Market Counterparty which takes control of the execution of the transaction (i.e. by selecting the Execution Venue) then we may not provide you with a confirmation if we are satisfied that the Market Counterparty will meet this requirement to you in accordance with the Regulatory Requirements.

### Electronic confirmations

- 16.8 Where we provide an Electronic confirmation facility, depending on the features of the specific facility you use, you may receive:
- (a) an Electronic deal confirmation where you place an order; or
  - (b) an optional email once the deal has been placed.

### Corrections

- 16.9 If we or a counterparty make an error Executing your order:
- (a) if the error was made by us we will correct it and if the error was made by a counterparty we may choose to correct it;
  - (b) if we correct an error we will do so either through or outside your Investment Account. If we correct the error through your Investment Account you will see a record of the steps taken to correct the error;
  - (c) where the error involves us dealing outside the scope of your instructions, we will be responsible for the performance of any contract with the Market Counterparty that may arise as a result of that error;
  - (d) where the error involves a transaction in which we purported to deal on your behalf with securities but the dealing went beyond your instructions, for example, you instructed us to sell some of your Securities but we sold more than you asked us to, it is agreed between us that:
    - (i) we will return the same amount of equivalent securities that we traded in error to you; and
    - (ii) we (and not you) will be responsible for the performance of any contract with the Market Counterparty so far as the contract relates to the securities traded in error and which has arisen as a result of the error; and
  - (e) where a dividend or interest payment has been paid in respect of Securities after the date of your instruction and before settlement, we may compensate you by making an appropriate payment to your Account.

## 17. Reporting

- 17.1 Under Regulatory Requirements, we may be obliged to make information about certain transactions public both when we Execute and Arrange transactions for you. You agree and acknowledge that any and all proprietary rights in such transaction information are owned by us and you waive any duty of confidentiality attaching to the information which we reasonably disclose.
- 17.2 If you are a legal entity or investment vehicle, including a company, charity or trust, you acknowledge and agree that we cannot Execute or Arrange any transaction with or for you unless you have first obtained a LEI and provided this to us. Please let us know if you require any information about this.
- 17.3 If you are a natural person (i.e. not a legal entity) then on accepting you as a client we will obtain from you personal information (such as your date of birth, name and nationality) which is necessary for our processes, such as our anti-money laundering due diligence and for transaction reporting. We will need to keep this information up to date. If we are unable to report transactions with complete and accurate personal identifier details about you we may, at our discretion, determine that we cannot continue to Execute or Arrange transactions with or for you. You should keep us updated (whether or not we make a request) with any changes to your personal identifiers, for example if you change your name on becoming married or if you change your nationality or take on dual nationality. If you become aware that we have been given inaccurate information, such as a mistake has been made in providing your date of birth, you should notify us immediately.

## 18. Trading and position limits

- 18.1 In relation to the services that we provide to you under the Agreement, we may set out and communicate to you appropriate trading and position limits to mitigate and manage our own counterparty, liquidity, operational and other risks and to comply with limits imposed by competent authorities. We will monitor your positions against such limits as close to real-time as possible.
- 18.2 If you are a non-financial entity (e.g. any normal company that is not authorised by the FCA) you represent and warrant on a continuing basis, unless you notify us otherwise, that the positions you are holding in derivatives (including economically equivalent contracts) have been entered into for the purposes of reducing risk and are objectively measurable as reducing risks directly relating to your commercial activity.

## 19. Transmission delays

- 19.1 We may offer you real-time tradable prices. Due to delayed transmission, the price we offer may change before we receive an order from you or are able to process your order. We will not be liable for any Losses that you incur if we are unable to Execute the transaction at the originally quoted real-time tradable price. If we offer you automatic order execution, we will be entitled to change the price at which your order is Executed to the market value when we receive your order.

## 20. Timing of instructions

- 20.1 Instructions can only be processed during the normal business hours where we provide the service to you, even though the service may be available through the Trading Platform outside these hours. This means that your instructions may not always be processed as soon as we receive them.
- 20.2 We will not be liable for any Losses that you incur if we are asked by the market to cancel any dealings in the relevant stock after we have Executed or Arranged a transaction on your behalf.

## 21. Access to a Trading Platform

- 21.1 When you deal online, it is your responsibility to ensure all details are correct prior to Execution.

### Withdrawing your access to a Trading Platform

- 21.2 We may, in whole or in part, on a permanent or temporary basis, withdraw any Investment Account facility or access to the Trading Platform. We may do this without prior notice but, where possible and within the law, we will provide as much reasonable notice as possible.
- 21.3 Situations where we may take such action include where:
- (a) we consider that you may be in possession of inside information (information which is not published and which is likely to have a noticeable effect on the pricing of a contract if it were made public);
  - (b) we consider that there are abnormal trading conditions; or
  - (c) we are unable to calculate prices in the relevant contract due to the unavailability of the relevant market information or technical failure of the Trading Platform.



## Part 5 – Derivatives and FX contracts

### 1. Executing derivatives and FX contracts with you

- 1.1 We will usually Execute transactions in derivatives and FX contracts with you as principal (i.e. we will be your contractual counterparty).
- 1.2 We may also Execute transactions in derivatives as agent or Arrange transactions on your behalf. We accept no liability for acts or omissions of any associated company or third party selected by us to provide services in relation to these derivatives transactions.
- 1.3 If we Arrange for you to enter into derivatives transactions with third parties then you will need to enter into agreements with them. The terms will govern the transactions entered into with such third party and these terms may be different from the terms of the Agreement. In case of inconsistency, the terms with third parties will prevail over the Agreement insofar as services are provided by any such third party.
- 1.4 Where we Execute any derivatives or FX contracts with or for you, we will use the bid-offer rate available to us at the time the transaction takes place. Unless we agree otherwise for a particular transaction, we will apply transaction charges (a “**spread**”) when we Execute any derivatives or FX contracts with or for you. The spread may vary depending on the size and nature of the transaction. Details of our spreads are available in our fee schedule (or other published fee tariffs) and our other Cost and Charges Disclosure Documents and at your request.
- 1.5 The bid-offer rates available to us are affected by normal market conditions such as liquidity.
- 1.6 It is possible that errors may occur in the rates quoted by us. We accept no liability for Losses arising from incorrect rates and we will not be bound by an incorrect rate. We will seek your further instructions where we discover an error in the rate quoted.

### Limit Orders and Stop-Loss Orders for derivatives and FX contracts

- 1.7 We may accept Limit Orders and Stop-Loss Orders to trade at a rate which you specify that is above or below the bid-offer rate available to us.
- 1.8 You may be offered the choice whether our spread is applied:
  - (a) before the transaction is Executed (often referred to an “all in” order), meaning that the order will be placed in the market at an adjusted rate to take account of our spread; or
  - (b) after the transaction is Executed (often referred to as a “market” order), meaning that the order will be placed in the market at the rate you specify and our spread will be applied to the proceeds of the transaction.
- 1.9 We will agree with you before you place an order whether our spread will be applied before or after the transaction is Executed.
- 1.10 Orders will be Executed at the next available bid or offer rate (as appropriate) once the rate available in the market reaches the rate at which the order has been placed. We cannot guarantee that Limit Orders or Stop-Loss Orders will be Executed at the precise rate agreed because market volatility or the liquidity may mean that the order cannot be matched in the market. Orders which cannot be matched in their entirety will remain open until they expire or are cancelled.
- 1.11 If you are unable to fund the trade when the Limit Order or Stop-Loss Order is triggered, then the trade will be reversed, and you will be liable for any gain or loss.
- 1.12 If you wish to amend or cancel your Limit Order or Stop-Loss Order, you must contact us through your usual contact during business hours on a Working Day.
- 1.13 We may accept multiple contingent orders or individual Limit Orders or Stop-Loss Orders with more complex features. Please speak to your usual Barclays Bank contact for more information or if you would like an explanation of these.



### Exercise notices

- 1.14 If an exercise notice is assigned to your Account, we will use commercially reasonable means to notify you of that assignment or exercise where appropriate. If we are unable to notify you within a reasonable time, you authorise us as follows:
- (a) where a call option is exercised, to deliver the underlying Security to satisfy the option or, if you do not own the underlying Security, to “buy in” such Security on your behalf to satisfy the option;
  - (b) where a call option is exercised, and cash settlement applies, deduct the relevant cash settlement amount (including all applicable commissions, fees and taxes) from your Account in order to settle the option; or
  - (c) where a put option is exercised, to deduct the aggregate exercise price (including all applicable commissions, fees and taxes) from your Account in order to settle the option.

This is without prejudice to any other rights or remedies we may have under the Agreement or otherwise.

### 2. Derivative and FX contract pricing

- 2.1 Barclays Bank pricing may be client specific and determined by Barclays Bank in its discretion by taking into account factors and pricing inputs Barclays Bank deems appropriate including, but not limited to, the nature of the transaction, the relationship between the client and Barclays Bank and the market conditions prevailing at the time pricing is determined. As such, different prices may be offered to different clients for the same or substantially similar transactions.

### 3. Additional agreements and term sheets

- 3.1 Where we Execute derivatives with or for you, you may be required to enter into further agreements with us or a third party that will govern those derivative contracts in addition to the Agreement.
- 3.2 These further agreements may contain terms covering:
- (a) rights for us or the third party to retain your monies and/or Securities to meet your obligations to us;
  - (b) events of default and rights for us or the third party to conduct and close out your positions and take other enforcement action;
  - (c) representations given by you, us or the third party;
  - (d) rights of security and set off in favour of us or the third party;
  - (e) rights for us or the third party to pass on your Securities and/or monies to exchanges, clearing houses and others to satisfy our obligations; and
  - (f) indemnities and limitations of liability in our favour or the favour of the third party.

### Indicative term sheets

- 3.3 If we provide an indicative term sheet to you in advance of concluding the transaction, you acknowledge that the concluded transaction may differ in certain respects from that term sheet.

### 4. Netting agreement

- 4.1 If on any date, the same amounts are payable, in respect of derivative contracts or FX contracts we have Executed with you, by each party to the other in the same currency, then we may, at our discretion, net each party's payment obligations.
- 4.2 Where we agree to net payments in accordance with this Section B, Part 5, clause 4.1 above, if the aggregate amount that is payable by you or us exceeds the aggregate amount that is payable by the other party, then the party by whom the larger aggregate amount is payable will pay the excess to the other party and the obligations to make payment of each party will be satisfied and discharged.
- 4.3 The netting agreement comprised in any agreement we enter into in relation to derivatives and FX contracts will be binding on our respective estates and creditors.

## Part 6 – Stocks & Shares ISA terms

### 1. Eligibility

- 1.1 You are eligible to open and subscribe to a Stocks & Shares ISA if you are:
  - (a) resident in the UK for tax purposes; and
  - (b) aged 18 or over.
- 1.2 You may also be eligible to open and/or subscribe to a Stocks & Shares ISA if you are a Crown employee working outside of the UK and are being paid out of UK public revenue or you are married to, or in a civil partnership with, such a person.
- 1.3 We reserve the right to ask you to provide proof of your status and eligibility for a Stocks & Shares ISA before we accept your application. We may carry out checks on the electoral roll.
- 1.4 You cannot open a Stocks & Shares ISA jointly with anyone else.
- 1.5 You can only subscribe to one Stocks & Shares ISA each tax year.
- 1.6 In providing this service, as well as observing our general powers to delegate (as set out in Section A, Part 1, clause 27 (Delegation) and Section B, Part 8, clause 1 (Holding your Assets)), we will satisfy ourselves that any person to whom we delegate any of our functions or responsibilities under the terms agreed with you is competent to carry out those functions and responsibilities.
- 1.7 The Stocks & Shares ISA is provided to you in accordance with the ISA Regulations and Regulatory Requirements and is subject to the rules and guidance issued by Her Majesty's Revenue and Customs (HMRC) in the UK. We may need to change the terms of our Stocks & Shares ISA to reflect changes in the law relating to taxation and the HMRC rules and guidance from time to time.

#### Ongoing eligibility

- 1.8 You must contact us immediately if you are no longer eligible for a Stocks & Shares ISA. In this case, your Stocks & Shares ISA will remain open but no further subscriptions will be able to be made to it.
- 1.9 In addition, your Stocks & Shares ISA investments:
  - (a) must be, and remain, in your beneficial ownership; and
  - (b) must not be used as security for a loan except as permitted by the ISA Regulations.
- 1.10 If you do not comply with the Agreement or with the ISA Regulations, we may have to close or void your Stocks & Shares ISA. If we do, we will write to tell you.

#### Subscriptions to your Stocks & Shares ISA

- 1.11 Subscriptions by you to the Stocks & Shares ISA may not exceed the maximum subscription limit permitted by the prevailing ISA Regulations in any tax year. Please ask us if you do not know what this limit is.
- 1.12 You must make a subscription when you apply for your Stocks & Shares ISA or, fund your Stocks & Shares ISA by transferring in an existing ISA. We may impose a minimum initial subscription or funding level.
- 1.13 You can make subscriptions by:
  - (a) transferring money directly to us as your ISA manager or into your Stocks & Shares ISA (we will advise you of the methods by which you can do this); or
  - (b) transferring qualifying shares into your Stocks & Shares ISA from an approved Save As You Earn ownership scheme or share incentive plan or approved profit-sharing scheme in which you participate, subject to the circumstances and conditions referred to in the ISA Regulations. Please contact us for details.
- 1.14 If you are making subscriptions to your Stocks & Shares ISA in any tax year subsequent to the year in which you opened your Stocks & Shares ISA, you may be required to complete an additional ISA application (declaration) form. This usually happens where you have not subscribed in the previous tax year(s).

### Qualifying investments

- 1.15 You can only hold qualifying investments in your Stocks & Shares ISA. If any of the shares that you hold in your Stocks & Shares ISA are not, or cease to be, qualifying investments under the ISA Regulations, we will ask you whether you want us to sell them and pay the proceeds to your Stocks & Shares ISA, or re-register them into your own name or your nominee's name, subject to the operation of law and the market conditions at the time. We may charge you for this. If you elect for shares to be re-registered into your own name, they will be removed from the ISA and their value cannot be paid back into the ISA without counting as an ISA subscription.
- 1.16 We will tell you where it is apparent at the time we receive your instructions to buy shares whether they are qualifying investments.

### Transfer

- 1.17 Your Stocks & Shares ISA can be transferred (in full or partially) to another ISA manager, into a cash ISA, Stocks & Shares ISA, innovative finance ISA and/or lifetime ISA. Any subscriptions made in the current tax year can only be transferred in full.
- 1.18 Please note that whilst you may make a request to transfer investments to another ISA manager, they are not obliged to accept your request.
- 1.19 You can ask us to transfer:
- (a) any Stocks & Shares ISA you hold with another ISA manager to us, provided that you are a UK resident, a Crown employee working outside of the UK, or you are married to, or in a civil partnership with, such a person; and/or
  - (b) all of your current year's Stocks & Shares ISA, and all or part of your previous years' Stocks & Shares ISAs held with us, to another ISA manager.

If you are not a UK resident or a Crown employee working outside of the UK, or married to, or in a civil partnership with such a person, we will not accept a transfer in of any Stocks & Shares ISAs you hold with other ISA managers.

- 1.20 Transfers may be subject to fees referred to in our published fee tariffs and other Costs and Charges Disclosure Documents.
- 1.21 You must complete a transfer application form when requesting a transfer.

### Transferring all or part of your Stocks & Shares ISA held with us to another ISA manager

- 1.22 You need to contact and make the necessary arrangements with your new ISA manager in accordance with its requirements. The new ISA manager will then contact us to arrange for the transfer. You may advise us of the date by which you wish the transfer to have taken place, and we will endeavour to complete it within that time. We would request you provide us with 30 calendar days' notice.

### Custody

- 1.23 We will hold ISA investments in your Stocks & Shares ISA in accordance with Section B, Part 8 (Custody Services) of this Agreement.
- 1.24 On your written request and the payment of any fee that we tell you about, we will facilitate (where practical and as required under applicable laws) one or more of the following actions for you:
- (a) to receive the annual reports and accounts of all companies and trusts published while your holding in them is registered;
  - (b) to attend and vote at company meetings;
  - (c) to exercise voting rights in respect of shares or units by way of proxy of the nominee; and
  - (d) to receive other information supplied to shareholders.
- 1.25 In accordance with the ISA Regulations, if interest is payable on any cash it will be paid into your Stocks & Shares ISA, subject to any applicable exemptions from taxes, tax charges or duties available to your Account from time to time.

### Client reporting

- 1.26 You will receive a valuation of your Stocks & Shares ISA investments at least every six months, in accordance with Regulatory Requirements and the ISA Regulations.

### Withdrawal

- 1.27 You have the right, by sending us notice in writing at any time, to instruct us to withdraw, and transfer to you, all or part of the cash, investments or proceeds of the sale of investments from your Stocks & Shares ISA.
- 1.28 You may advise us of the date by which you wish the withdrawal to have taken place, and we will endeavour to complete it within that time. We would request you provide us with 30 calendar days' notice.
- 1.29 Where you wish to make a total withdrawal, this is subject to payment of the administration fee referred to in our published tariffs.

### Closing your Stocks & Shares ISA

- 1.30 You can ask us to close your Stocks & Shares ISA. We will transfer the cash, investments or proceeds of sales of the investments to you. Our fees set out in our published fee tariffs will apply.
- 1.31 We may close your Stocks & Shares ISA at any time. When we do, we will:
  - (a) give you 30 calendar days' Personal Notice of our intention to close your Stocks & Shares ISA; and
  - (b) give you the opportunity to transfer your Stocks & Shares ISA to another ISA manager before the date of closure.

### If you die or if your spouse or civil partner dies

- 1.32 Tax relief will continue to apply to your Stocks & Shares ISA from the date of your death for a maximum of 3 years subject to certain criteria as defined in the amended ISA Regulations. This will not apply for Stocks & Shares ISA accounts held by investors who died before 6 April 2018.
- 1.33 From 6 April 2018, tax relief will continue to apply to income and gains earned on investments held in your Stocks & Shares ISA at the date of death for a period of up to 3 years from the date of your death unless during this 3 year period the account is closed or the administration of your estate is completed. No further subscriptions including payments under ISA flexibility can be made to your Stocks & Shares ISA after the date of your death, nor can your Personal Representative request to transfer your Stocks & Shares ISA to another ISA manager. Tax relief is not available for Stocks & Shares ISAs held by investors who died before 6 April 2018.
- 1.34 Your Personal Representative should be advised that they are required to notify us immediately of your date of death.
- 1.35 If your spouse or civil partner has died (on or after 3rd December 2014), you may make an additional permitted subscription to your ISA (with us or another ISA provider), to the value of their ISA, in addition to your normal annual ISA allowance. This is not dependent on inheriting the investments of the ISA. You should ask your normal ISA point of contact, if you require more information on this and think it could be relevant to you.

## Part 7 – Investment research services

### 1. Accessing investment research

- 1.1 The business divisions of Barclays Bank providing banking and Investment Services under this Agreement do not provide any investment research. Any investment research we provide to you or provide you access to is prepared by the Research Department within the investment bank division of Barclays Bank.
- 1.2 You may be required to enter into further agreements that will govern your access to investment research.
- 1.3 Where you are provided with investment research, it is intended for informational purposes and should not be regarded as an offer to sell or a solicitation of an offer to buy the products or Securities to which the investment research applies.
- 1.4 Investment research does not constitute investment Advice and does not take into account your individual financial circumstances or objectives.

## Part 8 – Custody Services

### 1. Holding your Assets

- 1.1 Where our service involves safekeeping your Assets, dealing with any cash or otherwise administering your Assets or Accounts, we will keep records to show that your Assets are held on your behalf and do not belong to us.
- 1.2 In providing this service, as well as our general powers to delegate to other members of the Barclays Group (as set out in Section A, Part 1, clause 27 (Delegation)), you authorise us, where we reasonably consider it appropriate, to employ agents and subcustodians to perform any aspects of the Custody Service and authorise them to do the same. We will follow any applicable Regulatory Requirements.
- 1.3 Where we delegate to anyone outside the Barclays Group, we will use all due skill, care and diligence in selecting, appointing and periodically reviewing the delegate and the arrangements for holding your Assets through them. We are not liable for their acts or omissions, insolvency or dissolution unless they are a nominee company controlled by us or a nominee company controlled by a company in our Barclays Group, in which case we accept the same level of responsibility to you for them with respect to any requirements of the FCA's Custody Rules (or for services provided from Jersey, the Jersey Financial Services Commission's Code of Practice for Investment Business) as we do for ourselves.
- 1.4 Your Assets will be registered in your name or the name of a nominee which is controlled by:
  - (a) us;
  - (b) another member of the Barclays Group;
  - (c) a recognised investment exchange; or
  - (d) a third party (outside the Barclays Group) with whom Assets are deposited.
- 1.5 Where registration in the name of one of the parties described at Section B, Part 8, clause 1.4 (Holding your Assets) above is not possible, your Assets will be registered in the name of a third party or, if this is not possible, our name but only if:
  - (a) the Assets are subject to the law or market practice of a jurisdiction outside of the UK; and
  - (b) we consider this to be in your best interests; or
  - (c) it is not feasible to do otherwise, because of the nature of the applicable law or market practice.
- 1.6 Registration in the name of a nominee, third party or us may mean you lose incentives and shareholder benefits attaching to the Assets. The nominee or third party may be located in or outside the jurisdiction in which we provide services to you.
- 1.7 You consent to your Assets being registered in our name in the circumstances described above.
- 1.8 Where your Assets are held by a nominee or sub-custodian, we cannot ensure that you would not lose any Assets if the entity enters administration, liquidation or a similar procedure. In order to show that the Assets are not available to the entity's creditors, we will take reasonable steps to ensure that their records show that the Assets are held for you and that they do not belong to us or the nominee or sub-custodian.
- 1.9 In some jurisdictions, local law might not allow your Assets to be held separately from our assets or those of the nominee or sub-custodian. You might be at greater risk of loss if the nominee or sub-custodian enters administration, liquidation or a similar procedure.
- 1.10 We or our sub-custodian will hold any physical documents of title (including bearer stocks).
- 1.11 You authorise us and our sub-custodian to hold or transfer Assets (or entitlements to them) to Securities depositaries, clearing or settlement systems, account controllers or other participants in the relevant systems in the course of providing the services. This applies to Assets that are un-certificated or transferable by book entry transfer. These Assets or entitlements will be separately identifiable from any Assets or entitlements held in the same system for our account. These entities may be located in or outside of the jurisdiction in which we provide services to you.
- 1.12 If you instruct us to hold Assets with another person, we do not accept responsibility for their acts or omissions and this will be at your own risk.

- 1.13 You cannot use Assets held with us as security for a loan without our prior written consent.
- 1.14 We will only hold your Assets with third parties as identified above in jurisdictions which regulate the holding and safekeeping of financial instruments unless the nature of the financial instruments involved or the Investment Services relating to them requires the Assets to be deposited in that jurisdiction. Our arrangements with third parties such as sub-custodians will similarly limit their delegation to third parties in jurisdictions that do not regulate custody.
- 1.15 Where any of your Assets are held with a third party (including a sub-custodian, nominee, depository or settlement system), you agree that such third party (or any person to whom the holding of your Assets is delegated) may have a security interest, lien, right of set-off, or similar rights over your Assets under the standard terms of such third party or other person where such rights are of a type routinely required by such third party or other person to cover exposures incurred in relation to the services provided by it, and only to the extent permitted by the FCA Rules (or for services provided from Jersey, the Jersey Financial Services Commission's Code of Practice for Investment Business) (except to the extent that rights on different terms are required by applicable law in a third country jurisdiction in which your Assets are held by such a third party).
- 1.16 Where your Assets are held by a third party (or any person to whom the holding of your Assets is delegated), and such third party or other person has a security interest, lien, right of set-off, or similar rights over your Assets, you are exposed to the risk that such third party or other person may exercise such rights over your Assets and reduce the amount of your Assets even where you have not breached any of your obligations under this Agreement. If your Assets are subject to a security interest, lien, right of set off or similar right in a third country jurisdiction then we will disclose further information to you indicating the risks associated with the arrangement and take other steps to make the ownership status of the Assets clear, as required by Regulatory Requirements.
- 1.17 If you nominate any bank accounts to fund transactions, receive dividends or coupons or receive any maturing funds, those bank accounts will be used until you write to us to change the details. If the signing arrangements or names on the nominated accounts change, we will take no action to change the nominated accounts until you write to us to request this. We are not responsible for any losses or delays that may result from any payments made to or from the accounts you nominate. Any trades or dividends made in a currency different from any of the account numbers stated may be converted at the rate applicable at the time. Nominated accounts may be bank accounts held with us or third parties (outside the Barclays Group), and certain account types cannot be used. If you close a nominated account, you must write to us, advising us of the replacement accounts. The letter must be signed by all parties and sent by post to your usual Barclays Bank contact, making clear reference to your Custody Service.
- 1.18 We, or any custodian we appoint to provide Custody Services in relation to your Assets or Investment Account, will have no obligation to be involved in relation to any Asset or Security in (a) any legal proceeding on your behalf or to protect our interest or (b) any corporate activity including submission of a resolution, requisition of general meetings or similar activity.
- 1.19 We may reclaim from your Account any payment we have made to which you are not entitled.
- 1.20 In certain circumstances, and subject to applicable laws and Regulatory Requirements, we may cease to treat any Assets held on your behalf as client assets, and (i) liquidate these Assets at market value and pay away the proceeds or (ii) directly pay away these Assets, in either case, to a registered charity of our choice. We may only do this if:
- (a) we have held your Assets for at least 12 years and there have been no instructions received by us in relation to the Assets during the 12 years immediately before being paid away to the registered charity; and
  - (b) we have taken reasonable steps to trace you and return the Assets to you.

If you contact us after we have paid away your Assets, we will return a sum equal to the value of your Assets at the time they are liquidated or paid away to charity.

## 2. Pooling of Assets

- 2.1 Your Assets may be pooled with those of other clients of ours or our sub-custodians in one account (known as an "omnibus account"), subject to Regulatory Requirements. Holding investments in an omnibus account is standard practice for custody service providers. However you should be aware that holding in this way presents certain risks. In this case:
- (a) we will maintain records of your interests in the Assets which have been pooled;
  - (b) your right to specific Assets may not be identifiable by separate certificates, other documents of ownership or equivalent electronic records; and

- (c) if there is a default by us or our sub-custodians resulting in a shortfall, you might not receive your full entitlement. You might have to share in the shortfall in proportion to the value of the Assets which we or the sub-custodian hold for you with other clients. Delays in identifying individual investments following such a failure may result in an increased risk of loss. This explanation does not limit your rights against us in any way.
- 2.2 In order to prevent the unauthorised use of your Assets for our own account or the account of any other person we:
- shall closely monitor all deliveries of Assets requiring settlement by us on your behalf, and promptly request delivery to us for your account of any assets where we are aware that delivery is due but not yet made;
  - may at our discretion undertake buy-ins as set out in Section B, Part 4, clause 1 (Executing and Arranging transactions for you); or
  - may choose to delay market settlement of your sales transactions, or unwind transactions (as set out in Section B (Our Investment Services)) at our discretion, to prevent the use of other client assets as a result of outstanding market settlement of your purchase transactions. This will not affect our contractual settlement of your trades.
- 2.3 Where, with regard to clearing, settlement or securities depository systems, Regulatory Requirements demand or permit it, we will or may offer individual client segregated accounts in addition to our offering of pooling your and other clients' assets in omnibus accounts. Should you request an individual segregated account from us, an additional fee may be chargeable. We shall make you aware of such fee, any other applicable terms and conditions and relevant risks and benefits of individual segregated accounts prior to transferring your Assets to such an account following your acceptance of the fee and applicable individual segregated account terms and conditions.

### 3. Corporate actions and voting rights

- 3.1 Unless we agree otherwise with you (for example if we are providing our Discretionary Investment Management Service to you), where we hold Assets which give you rights in relation to a company, including if we become aware of any proposed class action or group litigation:
- we will not be responsible for taking any action in relation to these corporate actions and we will not exercise any voting rights attaching to your Assets, except on your instruction;
  - to the extent permitted by Regulatory Requirements we will not be obliged to notify you or obtain your instructions in relation to these matters;
  - if we do seek but do not receive your instructions by any deadline stated by us, we will take such action as we reasonably consider appropriate (including taking no action);
  - if we seek and receive your instructions by any deadline stated by us, we will take such action as we reasonably consider appropriate, including action that does not accord with your instructions where following such instructions is not reasonably practicable; and
  - if we seek and receive your instructions in relation to Assets held in a pooled account, we may be unable to action your instructions if the relevant market for those Assets does not permit split voting (i.e. the ability to provide two different instructions in relation to Assets held within the same account).
- 3.2 If we are providing our Discretionary Investment Management Service to you, we agree that you grant us authority to manage and exercise voting rights or other rights attached to your Assets (see Section B, Part 2, clause 1.3 (How we will provide these services)).
- 3.3 If you instruct us to vote as proxy for you, we will confirm the terms on which we will do so, provided that this is in accordance with Regulatory Requirements.
- 3.4 Where:
- Assets are held in a pooled account and are affected by a corporate action (e.g. a Scrip Dividend), we will need to allocate any resulting entitlements among a number of clients. We will do so in what we consider is a fair and equitable manner; and
  - this may mean that your fractional share or unit of that pooled entitlement may have to be rounded down to the nearest whole number, or other fraction that we can hold for you in your Account. The amount or value that cannot be applied to your Account from the pool is known as the **"Unallocatable Fraction"**. We may deal with such Unallocatable Fraction as we think appropriate, in particular we may make such arrangements for:
    - the allocation to all or some of those persons interested in the Asset, (ii) acceptance or (iii) the sale of the Unallocatable Fraction as we believe appropriate in the context of our Best Execution Policy. This may mean



we pay a cash equivalent of your share of an Unallocatable Fraction to your Account. If your entitlement to the Unallocatable Fraction would have a value of £5 or less at the date of distribution to your Account, we may pay any such amounts to a registered charity of our choice.

- 3.5 Where we are required by Regulatory Requirements to notify you of a corporate action and you have not provided us with the necessary information or authorisation to enable us to notify you Electronically, you nominate us to receive the corporate action information on your behalf. Where we receive the corporate action information on your behalf, we will use reasonable endeavours to notify you, as soon as possible, of the corporate action and provide you with information relating to the corporate action. If we are unable to notify you of the corporate action, after using reasonable endeavours, we will not be responsible for any Losses incurred.

#### 4. Income and entitlements

- 4.1 We will collect any income arising from the Assets on your behalf. Dividend payments and interest will be paid in cash, following deduction of any applicable tax and will only be available to you following market settlement of such payment.
- 4.2 If you are a US national or a non-US resident holding US Assets and you have completed any documentation required by Regulatory Requirements, we will endeavour to collect income arising on the US Assets under the appropriate reduced rate of withholding tax.
- 4.3 Where income or gains arise on non-US Assets which are subject to withholding tax under local law, withholding tax will be applied by the custodian at the full domestic rate in force at the time of the payment. If you believe you are eligible for a reduced rate of withholding tax because of your circumstances, you are responsible for applying directly to the tax authorities in the country where the withholding tax has arisen to request a refund. Where we hold your investments in a nominee capacity, your tax reclaim request may not be successful in certain jurisdictions because of local reclaim procedures. One example being where the tax authority may request sight of additional tax vouchers from a custodian that cannot be provided to you.
- 4.4 Where your Assets are pooled with those of third parties:
- (a) we will allocate any income or entitlements proportionately, rounding down to the nearest whole unit or share; and
  - (b) the accumulated amount of any undistributed entitlements arising from this process will be sold and the proceeds allocated proportionately, provided that we will not need to distribute any amounts less than £5 and may pay them to a registered charity of our choice.
- 4.5 Pooling may mean that where an allocation or share issue has rights weighted towards smaller investors, your allocation may be less than it otherwise would have been.

#### 5. Location of custody

- 5.1 You authorise us to arrange for some of your Assets to be held outside the jurisdiction in which we provide services to you. If we exercise this right, your Assets will be subject to the settlement, legal and regulatory systems that apply in such jurisdictions. The separate identification and segregation of clients' Assets may differ.

#### 6. Stock shortfalls

- 6.1 There may be circumstances where we identify a discrepancy in the records we maintain, or between the records we maintain and the records of any third party we appoint, in relation to your custody Assets.
- 6.2 Where we conclude that a third party is responsible for a discrepancy that has given rise to a shortfall in the number of Assets we are supposed to hold for you (or that discrepancy is due to a timing difference between the account systems of that third party and us), we will take all reasonable steps to resolve the situation with the relevant third party without undue delay, and may take any of the appropriate steps set out in Section B, Part 8, clause 6.3 below.
- 6.3 Where we identify a discrepancy that results from or reveals a shortfall for which we are responsible, or during an investigation where we deem it appropriate to do so, we will take appropriate steps until the shortfall is resolved. These steps may be subject to Regulatory Requirements which include:
- (a) allocating a sufficient number of our own assets to cover the shortfall, which we will hold in line with our Custody Services; or
  - (b) allocating a sufficient amount of our own money to cover the value of the shortfall, which we will hold in line with our provisions on holding cash for Investment Services; or
  - (c) a combination of (a) and (b) above, which together are sufficient to cover the value of the shortfall.

## Part 9 – Holding cash for Investment Services

### 1. Holding cash as banker

- 1.1 Where Investment Services are provided by Barclays Bank PLC, and we have not agreed separately that your money is held as Client Money, your money will be held in an account with Barclays Bank PLC as your banker, not as your trustee or agent, and the Client Money Rules will not apply.
- 1.2 In the event of our administration or insolvency, your money will not be subject to the Client Money Rules, so you will not be entitled to share in any distribution under the Client Money Distribution and Transfer Rules. However, your deposits may be covered by a deposit protection scheme, as set out in Section A, Part 1 (Your relationship with Barclays Bank).
- 1.3 There may be circumstances where we will cease to hold your money as banker, and we will hold your money as trustee in accordance with the Client Money Rules. Examples of these circumstances include where:
  - (a) you have instructed us to undertake Securities transactions on your behalf and:
    - (i) we deduct money from your Account to settle transactions with a third party (such as a broker or custodian) outside of a commercial settlement system;
    - (ii) we deduct money from your Bank Account to settle transactions within a commercial settlement system via a third party through an account held by the third party at the commercial settlement system and not through a Barclays Bank member or participant account, or an account in which Barclays Bank has sponsored access; or
    - (iii) we deduct money from your Account and settle your transaction on a DVP basis through our own member or participant account at a commercial settlement system, and where the transaction does not settle on the intended settlement date. In this case, the value of your transaction will be segregated on the third day following fulfilment of your delivery obligation to us and held as Client Money on your behalf until final settlement occurs; or
  - (b) we have arrangements with third party investment platforms and, to provide you with services, pay your money for a purpose other than settlement of a transaction instead of holding your money as banker.
- 1.4 There may be specific exceptions to the circumstances referred to above where we will cease to hold your money as Client Money. Examples of these circumstances include where:
  - (a) we hold money pursuant to the DVP exemption to the Client Money Rules when processing transactions as set out in Section B, Part 4, clause 6 (DVP settlement);
  - (b) money we hold for you as Client Money becomes due and payable to us; or
  - (c) we make payments to a third party as part of a transfer of part of our business in line with Section A, Part 1, clause 26 (Assignment) or in line with our procedures for dealing with dormant accounts in accordance with the Client Money Rules as set out below.

### 2. Holding cash as Client Money

- 2.1 Where:
  - (a) Investment Services are provided by a Barclays Group company other than Barclays Bank PLC; or
  - (b) Investment Services are provided by Barclays Bank PLC and we agree separately to hold your money as Client Money with another Approved Bank or other third party with whom the money can be held (rather than in an account with us as banker), we will deal with your money in accordance with the Client Money Rules.
- 2.2 In the event of our administration or insolvency, your money will be subject to the Client Money Rules, so you will be entitled to share in any distribution under the Client Money Distribution and Transfer Rules.
- 2.3 Your Client Money may be held in a Client Money bank account with Barclays Bank PLC, with another member of the Barclays Group that is a bank or with an Approved Bank, in accordance with applicable Regulatory Requirements. We are subject to restrictions on the amount of Client Money that we can hold with Barclays Bank PLC itself. Information on the third party banks with which we hold our Client Money is available on request.

- 2.4 Where your Client Money is held with an Approved Bank:
- (a) we will use reasonable skill and care in selecting, using and monitoring the Approved Bank with whom we deposit Client Money but are not liable for their acts or omissions, insolvency or dissolution; and
  - (b) we cannot ensure that you would not lose any money if the Approved Bank enters administration, liquidation or a similar procedure. If the Approved Bank is unable to repay all of its creditors, your Client Money would be pooled with that of our other clients with that entity and any shortfall would be borne by all the clients of that pool proportionately. The likelihood of any shortfall may be affected by whose rights have priority upon insolvency and the operations of any local compensation scheme.
- 2.5 You authorise us to hold your Client Money outside the jurisdiction in which we provide services to you. In these circumstances, you should be aware that holding money in this way presents certain risks:
- (a) the legal and regulatory regime applying to the Approved Bank we use will be different from the regime in the jurisdiction in which we provide services to you; and
  - (b) if the Approved Bank enters administration, liquidation or a similar procedure, and is thereby unable to repay all of its creditors, your Client Money may be treated differently than if it were held by a bank in the jurisdiction in which we provide services to you.
- 2.6 You authorise us to allow another person, such as an exchange, clearing house or intermediate broker, to hold your Client Money for the purposes of transactions for you through or with that other person or to meet your obligation to provide collateral for a transaction.
- 2.7 Where we effect an investment transaction on your behalf, or money is received in relation to your Assets, outside the jurisdiction in which we provide services to you:
- (a) your Client Money might have to pass through an overseas bank or an intermediate broker, a settlement agent or a counterparty located outside the jurisdiction in which we provide services to you;
  - (b) the legal and regulatory regime applicable to that Client Money will be different from the regime of the jurisdiction in which we provide services to you; and
  - (c) if any party defaults, your position might be worse than in the jurisdiction in which we provide services to you. The bank concerned might exercise a right of set off or counterclaim in respect of money owed on any of our other accounts.
- 2.8 We are entitled to withdraw and pay ourselves any interest arising on any account in which your Client Money is held.
- 2.9 Where we have told you that we will hold your money as Client Money in an interest-bearing account, we will pay interest to you arising in relation to your Client Money only where:
- (a) we are seeking to achieve your Investment Objective; or
  - (b) we have agreed separately with you.
- 2.10 In certain circumstances, and subject to applicable Regulatory Requirements, we may cease to treat as Client Money, any balances held on your behalf (when those balances remain unclaimed) and pay away the money to a registered charity of our choice. We may only do this if:
- (a) there has been no movement on your balance for a period of at least six years, other than any payments or receipts of charges, interest or similar items; and
  - (b) where your balance is more than £25, we have taken reasonable steps to trace you and return the money to you; or
  - (c) where your balance is £25 or less, we have made one attempt to return your money using the most up-to-date contact details we hold for you and not received a response from you within 28 days.
- You agree that we may release Client Money held on your behalf from your Account under the circumstances set out in (a) and (b) above. If you contact us after we have paid away your Client Money balance, we will return a sum equal to the balance paid away to charity. We will not release Client Money in this way if it is held for the purposes of a Stocks & Shares ISA or Self-Invested Personal Pension.
- 2.11 We will not be obliged to process payments for you out of our Client Money bank accounts where the balance of cleared funds to which you are entitled is not sufficient to process the relevant payment.

- 2.12 We will use Client Money held by us to give effect to the monetary obligations that are consequent to your instructions in relation to Investment Services.
- 2.13 Where there has been an unauthorised payment from your Account to purchase an Asset, we will return your Investment Account to the position it would have been in if the unauthorised payment had not taken place.
- 2.14 Unless we agree that you can tell us to make or receive payments between your Account and third parties, we will only make payments or receive payments to or from accounts in your own name.

### 3. Dealing with Client Money

- 3.1 Where we intend to transfer cash outside the Barclays Group that we hold for you as Client Money, the following provisions will apply:
- 3.2 If the recipient is authorised to accept deposits, we may transfer the cash and you consent to your cash being treated as a deposit from the date of transfer without further action on your part.
- (a) If the recipient is not authorised to accept deposits, we may transfer the cash if either:
- (i) we receive your specific consent or instructions from you at the time of the transfer of our business; or
  - (ii) the Client Money relates to the business that we are transferring, we have required the recipient to return your cash to you as soon as practicable at your request and one of the following conditions applies:
    - the sums transferred will be held for you by the recipient in accordance with the Client Money Rules;
    - we have exercised all due skill, care and diligence in assessing whether the recipient will apply adequate measures to protect your cash; or
    - the amount of your Client Money is equal to or less than an amount that our regulators permit us to transfer without either of the other two above conditions applying and it will be treated as Client Money or otherwise in the same manner as the treatment of money held in your Account after the transfer.
- (b) If for whatever reason we are unable to give you advance notice as set out in this Section B, Part 9, clause 3 (Dealing with Client Money), we will notify you no later than seven calendar days after the transfer has taken place (or such later period as agreed with our regulators), setting out the details required by this clause 3 and:
- (i) whether or not the cash will be held in accordance with the Client Money Rules and if not how it will be held by the recipient;
  - (ii) the extent that the cash will be protected under a compensation scheme, if any; and
  - (iii) that you may opt to have the cash returned to you as soon as practicable.

### 4. Investment Services with associated Cash Accounts

- 4.1 This clause applies to a Cash Account which forms part of an Account to which this Section B (Our Investment Services) applies, when we hold cash for you as a deposit in the Cash Account or as Client Money.
- 4.2 The terms that apply for the funds in the Cash Account depend on whether we are holding it as a deposit or as Client Money:
- (a) Section C (Our banking services) applies to the Cash Account only if it is held by us as banker, not as your trustee or agent, and the Client Money Rules do not apply.
  - (b) If cash in the Cash Account is held by us as Client Money, the Client Money Rules do apply and Section C (Our banking services) does not apply. If this is the case, we will use Client Money held by us to give effect to the monetary obligations that are consequent to your instructions in relation to Investment Services.
- 4.3 The functionality of the Cash Account depends on the Investment Services provided to you. Please refer to any additional documentation we give you for details.
- 4.4 The bank statements which may be required for the Cash Account under Section C (Our banking services) may and in the case of Client Money will form part of the Client Assets Statement referred to in Section B, Part 1, clause 3.2 (Client Assets Statements).
- 4.5 Where there has been an unauthorised payment from your Cash Account to purchase an Asset, we will return your Cash Account and your Account to the position it would have been in if the unauthorised payment had not taken place.
- 4.6 Unless we tell you that you can make or receive payments between your Cash Account and third parties, you will only be able to make payments or receive payments to or from Accounts in your own name.

## Part 10 – Investment specific terms

### 1. Delivery/Receipt versus Payment Service

<b>Our company that provides this service</b>	Barclays Bank PLC
<b>Purpose of the Delivery/Receipt versus Payment Service</b>	The Delivery/Receipt versus Payment Service (“ <b>DVP Service</b> ”) is a facility to trade equities, listed exchange traded funds, listed warrants and fixed income Securities on a delivery/receipt versus payment basis with cash and assets held outside the Barclays Group.
<b>Using your own custodian</b>	<p>Under the DVP Service, you hold cash and/or Securities with your own custodian. When you instruct us to place an order on your behalf, any payment or delivery in respect of your order will be made from an account held with your custodian.</p> <p>You must provide us with the name and contact information of your custodian and their settlement instructions for the relevant Security. You must provide your custodian with all settlement instructions we provide to you. You agree that we are entitled to disclose to your custodian any information relating to our provision of this service to you.</p> <p>You must issue standing instructions to your custodian to receive from or to deliver to us or our nominated custodian, against payment, any Security pursuant to our instructions and the Agreement, including providing our nominated custodian or us with access to systems or software which will enable us or them to give instructions to your custodian.</p> <p>You must direct your custodian to deliver any relevant Security, or make payment, to us in accordance with our settlement instructions on or prior to the applicable settlement date, as notified to you at the time of the trade in the contract note we provide to you.</p> <p>You must instruct your custodian to work with us to resolve any issues that arise ahead of a planned settlement.</p>
<b>Eligibility</b>	<p>The DVP Service may be available where we provide you with an Execution-Only Dealing Service or Advisory Service.</p> <p>We might be unable to provide you with the DVP Service if our due diligence process reveals that your custodian is referenced on a sanctions list.</p>
<b>Failure of delivery</b>	<p>If we sell a Security for you and we are unable to make delivery to the purchaser because you or your custodian has failed to deliver the Security to us in accordance with our settlement instructions, we may purchase or borrow any Security necessary to make delivery.</p> <p>If we purchase a Security for you and you or your custodian fail to deliver payment to us in accordance with our settlement instructions, we will charge you interest in accordance with our published fee tariffs.</p> <p>We may charge you for all Losses which we suffer as a result of your or your custodian’s failure to deliver a Security or payment.</p>

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**Our rights on default**

Where you are in default, we may take any and all actions that we consider to be necessary or reasonable in the circumstance.

This includes us giving you notice of an early termination (“**Early Termination**”) which means that no further payments and deliveries will take place in respect of outstanding transactions and that all sums due or to become due to us will become immediately due and payable.

Early Termination will happen immediately on the occurrence of an Insolvency Event and as of the time immediately preceding the presentation or filing of any relevant petition.

Upon Early Termination, we will determine within a reasonable time the total amounts due to us and to you in relation to the DVP Services. We will set these amounts off against each other and then notify you within a reasonable time of the net amount and who must pay it. This amount must be paid within two Working Days of the notice.

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# Schedule 1: Best Execution – How we Execute and Arrange transactions for you

## Introduction

Barclays Bank Executes and Arranges orders in various asset classes depending on the products and services we are providing to you. Asset classes include, but are not limited to equities, debt instruments, Collective Investment Schemes, derivative instruments and foreign exchange. In carrying out this activity we will Execute orders directly with a Trading Venue (such as a Regulated Market, Multilateral Trading Facility or Organised Trading Facility) or with counterparties that are systematic internalisers or market makers. We may also Arrange transactions for you by transmitting orders to counterparties to Execute.

Before we complete any transactions in investments for you, it is important that you understand how we will Execute or Arrange such transactions. Best execution is the requirement to take all sufficient steps to obtain the best possible result for you taking into account various execution factors relevant to the order. It applies both when we Execute orders and Arrange transactions for you.

Please refer to the latest version of our Best Execution Policy here: <https://ciiom.barclays.com/important-information/terms-and-conditions/>. The information contained in our Best Execution Policy is a summary and is designed to provide you with a general understanding of our typical dealing arrangements for different asset classes (Part 3) and the Execution Venues and other counterparties (which includes other members of the Barclays Group and separate divisions such as the investment banking division) to which we transmit orders (Part 4). Please note that this information should not be seen as a prescriptive statement of how a particular order must be dealt with.

## Schedule 2: Investment risk warnings

### 1. General risks

#### 1.1 Capital risk

The value of investments and the amount of income derived from them may go down as well as up. An investor's capital (initial investment) is at risk and the investor may receive less back than the value of the initial investment.

#### 1.2 Volatility of returns

The value of investments and the amount of income derived from them may go down as well as up, and volatility represents the variability of returns an investor may expect to receive. All investments can be affected by a variety of factors, including macro-economic market conditions such as the interest or exchange rate environment, other general political factors, and company or investment specific factors.

#### 1.3 Liquidity and non-readily realisable securities

Liquidity is a measure of how readily realisable an investment asset is. The primary factors affecting liquidity are the speed and price impact at which any asset sale may occur. One would expect to be able to sell a highly liquid asset immediately and at the portfolio valuation or published market price.

Some investments may be less liquid, meaning that they are infrequently traded, and so it may be difficult to sell them within a reasonable timeframe or at a price which reflects "fair" value. In extreme cases an investment may be non-readily realisable. This means that the investment is neither a government security, nor a listed investment, nor an investment that regularly trades on an exchange. In this case there may be no secondary market available, and it may be difficult to obtain any reliable independent information about the value and risks associated with such an investment.

#### 1.4 Investment leverage, or gearing

Investment leverage arises when borrowing is used to fund an investment position. Use of borrowing to invest increases both the volatility and the risk of an investment. This applies if a company has significant borrowings, or if an investment vehicle otherwise allows an investor to gain much greater economic exposure to an asset than is paid for at the point of sale. It also applies if an investor borrows money for the specific purpose of investing.

The impact of leverage can be as follows:

- (a) movements in the price of an investment leads to much greater volatility in the value of the leveraged position, and this could lead to sudden and large falls in value;
- (b) the impact of interest costs could lead to an increase in any rate of return required to break even; or
- (c) a client may receive back nothing at all if there are significantly large falls in the value of the investment.

#### 1.5 Risks of foreign exchange trading

Investments denominated in foreign currencies open up additional risks related to the relevant exchange rate. Movements in exchange rates may cause the value of an investment to fluctuate either in a favourable or unfavourable manner.

Where you use our foreign exchange dealing services and use us to enter into FX contracts, you acknowledge that:

- (a) losses may substantially exceed your margin deposit;
- (b) when you direct us to enter into any FX transaction, any profit or loss arising as a result of a fluctuation in the value of the currency will be entirely for your account and risk;
- (c) information, news feeds, real time market data, etc. displayed on the Trading Platform may be provided directly from third party providers and is for information only and we will not be held liable for any errors therein or Losses resulting from you undertaking a transaction based upon such information;
- (d) you warrant that you are willing and able, financially and otherwise, to assume the risk of trading in speculative investments;
- (e) you are aware of the fact that, unless it is otherwise specifically agreed, we will not conduct any continuous monitoring of the transactions already entered into by you whether individually or manually. We cannot be held responsible for the transactions developing differently from how you might have presupposed and/or to your disadvantage;



- (f) guarantees of profit or freedom from loss are impossible in investment trading; and
- (g) you have received no such guarantees or similar representations from us, an introducing broker, or representatives hereof or any other entity providing you with brokerage services in respect to derivatives or foreign exchange transactions.

#### 1.6 Risks of trading in derivatives

This category of investments covers a broad range of financial instruments. A derivative is a security whose price is dependent upon, or derived from, one or more underlying assets. It is effectively a contract between two or more parties, and the value of the contract is determined by fluctuations in the value of the underlying asset. The underlying asset may be (but is not restricted to): an equity; a bond; an index; a currency; an interest rate; or a commodity.

Trading in derivatives may be highly speculative in nature. On certain trading days, trading may cease with resultant financial disadvantage to you. By using our derivatives trading services, you confirm that you are willing and able to evaluate, carry and bear all of the risks of engaging in derivatives transactions.

Before we Execute any derivative transaction with or for you or Arrange any such transaction, you must provide us with such personal and/or corporate financial information as we may request. This may include information that reasonably demonstrates that derivatives trading is not unsuitable for you in the light of your investment objectives, financial situation, investment experience (including, but not limited to, prior derivative trading experience) and knowledge. We will rely on such information when opening your Account and accepting your orders. You must promptly notify us of any material adverse change in any information previously provided to us, including, where relevant, changes in your investment objectives, financial situation and/or needs.

#### 1.7 Advisory Services

You acknowledge that our Advisory Services may not be suitable for all investors and that:

- (a) a trading strategy investing in high risk investments over a short period of time may result in significant losses including the loss in value of your entire investment;
- (b) you should only commit sums to investments that you are willing and able to put at risk and should seek advice from us or a third party professional adviser about the level of commitment that is right for you before receiving an Advisory Service;
- (c) once you have committed Funds For Investment to an Investment Account connected with an Advisory Service, you remain free to instruct us to withdraw the Funds For Investment at any time, subject to any limitations in the terms of your investments (e.g. structured products); and
- (d) you should seek advice if your financial circumstances change.

We are subject to Regulatory Requirements to provide Advice that is suitable to your needs but do not accept responsibility for the subsequent performance of your investments made on the basis of the Advice.

#### 1.8 Issue and issuer credit risk

Fixed income securities (or bonds) are usually issued by companies or governments (the “issuer”) as a form of debt financing. A bond usually consists of a series of payments (called coupons) made at fixed intervals and a terminal value (termed principal) repayment, although some bonds may continue in perpetuity. The risk that an issuer may not be able to meet the financial obligations (coupons plus principal repayments) is termed credit risk.

If an issuer is in financial difficulty, there is an increased risk that they may not be able to meet their repayment obligations. In the event that a payment obligation is not fulfilled, the issuer is said to have “defaulted”. In a default scenario, little or no capital may be recovered and any amounts repaid may take a significant amount of time to obtain.

#### 1.9 Counterparty credit and settlement risk

Where investments do not involve the instantaneous exchange of assets or monies for assets (either directly or through a centralised clearing house), then the investor may be exposed to counterparty credit risk. This form of risk is usually introduced when two parties enter into a transaction which involves the exchange of assets / monies at a future point in time (e.g. a foreign exchange forward transaction). If a counterparty does not deliver the asset or make payment for an asset as agreed in the terms of the transaction (e.g. because of insolvency), then little or no capital may be recovered.

Typically, when a financial transaction is agreed (at a point termed the “trade date”), each party to the transaction will have pre-specified period of time to exchange the agreed securities / monies. The process of completing the exchange is termed “settlement” with the process occurring by the “settlement date”. If the exchange is not completed as a result of one party failing to deliver upon their side of the transaction by the agreed settlement date, then the other party could be impacted in a number of ways:

- (a) The settlement may be delayed as a result of one party failing to deliver per schedule.
- (b) If the party recovers the assets or monies from their side of the exchange then the party will be exposed to the contingent market risk (failure to participate in the market between trade date and settlement date).
- (c) If the party is unable to recover their assets or monies then they may suffer a complete loss in value.

## 2. Investment specific risks

### 2.1 Equity Securities and equity funds

Ownership of an equity security represents a direct stake in the company concerned. Such an investment will participate fully in the economic risk of the company and its value can therefore fall as well as rise. The price volatility of equity markets can change quickly, and cannot be assumed to follow historic trends. In adverse market conditions, irrecoverable capital losses could be incurred. In the worst case, a company could fail and, if this happens, its equity can become worthless. Equity securities are commonly used by investors seeking longer term capital growth.

Examples of typical company characteristics which could heighten equity investment risks are:

- (a) a low market capitalisation;
- (b) a product set that is undiversified or reliance on single markets as a major source of income;
- (c) a significant reliance on borrowing as a source of finance;
- (d) a significant level of fixed costs to pay, irrespective of output, production or turnover levels;
- (e) major income sources which are seasonal or “cyclical” in nature; and
- (f) companies trading primarily in emerging markets, particularly during poor market conditions, or in countries where legal property rights may be difficult to enforce.

#### Smaller market capitalisation risk

The equity of some smaller companies may trade in very small sums per share, and an investment into this kind of equity will usually involve a proportionately large difference between the market buying and selling price. The effect of this difference means that an immediate sale may realise significant losses.

#### Emerging markets risk

Investments into emerging market equity securities, in general, carry a greater degree of risk than equivalent developed market equity securities for reasons including less stringent legal and market governance frameworks; and the potential impact of political and macro-economic events.

#### Unlisted/private investments risk

Other smaller companies may not be subject to the rules of a listing authority. Such companies are likely to be high risk ventures and may have an unproven trading history or management team. These equity shares may not be readily sold, and it could be difficult to realise or to value them independently due to the lack of a secondary trading market.

#### Concentration risk

The risks involved in equity investment can often be managed through investment via diversified investment vehicles, or by investing directly in a wide range of different companies, industries, countries and currencies.

### 2.2 Debt Securities and fixed income funds

The value of debt investments (or “bonds”) can generally be expected to be more stable than that of equity investments. However, in some circumstances, particularly when interest rate expectations are changing, the value of most bonds is also volatile. The most common use of a bond is to provide a reliable yield, or source of income until maturity. For example, the value of a bond can be adversely affected by a number of factors, such as:

- (a) the issuer's credit rating, which reflects their ability to repay the amounts payable when they fall due;
- (b) the market expectations about future interest and inflation rates;
- (c) amount of interest payable (the coupon);
- (d) the length of time until the debt falls due for repayment; or
- (e) the seniority of a bond within the capital structure of a company, and the quality of any security available.

The factors which are likely to have a major impact on the value of a bond are the perceived financial position of the issuer and changes to market interest rate expectations. Bonds issued by major governments or supranational bodies tend to be lower risk investments, while the risks of other debt securities (such as those with emerging market or corporate issuers) can vary greatly. For example, if an issuer is in financial difficulty, there is an increased risk that they may default on their repayment obligations. In this event, little or no capital may be recovered and any amounts repaid may take a significant amount of time to obtain.

### 2.3 Life assurance products

Life assurance bonds are a form of insurance contract which provide both an element of insurance in the case of the death of the covered person or persons in addition to having an ongoing value as an investment (as opposed to expiring worthless at the end of a defined period or term).

Life bonds are issued by insurance companies, and an investment will be subject to the ability of the insurance company to repay the sums owing to an investor when they fall due for payment. This means that the creditworthiness of the insurance company is important, much in the same way for any other bond.

In some cases, the returns available from a life bond are linked directly to a specific pool of assets held by the insurance company. In other cases, the returns could be linked more generally to the profits of the company, which reduces the overall transparency of returns.

If you wish to invest in a life bond, you will be presented with specific information about the type of contract, its terms and more general information about the insurer and its financial strength. Please refer to this documentation for specific details about the policy and a more detailed description of the investment risks.

### 2.4 Structured products

Structured products are a combination of traditional investments (equities, currencies, bonds, or funds and derivatives) that are packaged into a securitised investment. The level of income and/or capital growth derived from a structured product is usually linked to the performance of the relevant underlying assets. However, the potential return from your structured product may be different to that which may be achieved by the underlying assets. Investors should understand both the nature of the underlying assets and extent of their economic exposure to those assets. In some cases, structured products may offer high income or a high level of participation to the capital growth experienced by the underlying assets.

Certain structured products provide capital protection if held to maturity, subject to the creditworthiness of the issuer and if applicable, the occurrence of certain conditions such that an investor will not have economic exposure to the performance of the underlying assets below a certain level. Other structured products may put your capital at risk (these are sometimes known as Structured Capital At Risk Products or SCARPs).

While we only select issuers which meet our selection criteria and which we believe are financially sound at the time of launch, their situation may change during the investment term. Before investing in the product you should ensure that you understand this risk and that you could withstand any resultant losses should an issuer and their guarantor (if applicable) be unable to perform its obligations. In this context, it is important to consider diversification of counterparty credit risk where the identity of the issuer and their guarantor (if applicable) is made known to you, particularly if purchasing the product would result in a substantial portion of your total investible assets being exposed to a single issuer and/or guarantor (if applicable). In addition, it is important to avoid concentration in any one type of investment or asset class. You should consider carefully the extent of concentration both by asset class and type of investment particularly if purchasing the product would cause exposure of a substantial portion of your investible assets to structured products or assets of a similar nature.

For full details of the product, investors should review the issuer's base prospectus and final terms or other offering documentation such as a term sheet carefully for details of any factors which might impact on how the payoff from a product may change with different economic or market conditions. In particular, where the payoff from a product incorporates conditional protection, if the protection barrier is breached the capital value of an investment will be exposed to the full risk of the underlying assets.

If you intend to purchase the product to hedge against the market risk associated with investing in an equity or basket of equities or other underlying assets, you should recognise the complexities of utilising the product in this manner.

Investors should be aware that the product terms described only apply to investors who invest at launch and who hold the product until final maturity. Investors should be aware that early redemption or secondary market purchase could result in a capital loss, even where the product terms protect or guarantee return of the nominal amount purchased. These products may also not be readily realisable, which means that it may be difficult or impossible to liquidate or sell a product of this type. Changes in the price of the underlying assets may not be reflected in the price of the product in the secondary market. The relationship between the price of the underlying and the price of the product in the secondary market depends on a range of factors including but not limited to the type and the remaining term of the product.

Investors in products which have either conditional or no capital protection should only invest in them if they are prepared to sustain a total or substantial loss of the money they have invested, plus any commission or other transaction charges.

## 2.5 Alternative investments

Alternative investments may be used by some clients to further diversify the investment risks present within their portfolio of assets. These investments are very bespoke in nature and may involve unique or unusual risks as a result of providing alternative sources of return for a portfolio. It is important that you understand the properties of the type of assets before making such an investment.

Many alternative investments are structured as unregulated funds. This means that standards of operation, administration and management are determined privately by the operator of the fund, rather than by force of regulation.

It is important to understand that it may be difficult to liquidate or sell an investment of this type, or to identify an independently determined fair valuation for an interest in this kind of vehicle. In addition you may not be protected by certain regulatory protections or compensation schemes in the event that a scheme operator acts unlawfully and causes a loss to you when managing fund assets. Such risks can be mitigated through the performance of extensive due diligence prior to investment, or through investment via a professionally managed fund or funds.

Investors should only invest in these products if they are prepared to sustain a total or substantial loss of the money they have invested, plus any commission or other transaction charges.

The phrase “alternative investments” can cover a very wide range of investment products, and the major classes of these products are set out below:

### (a) Hedge funds

Hedge funds are investments which, in contrast to conventional “long only” funds, will employ a wide variety of different trading strategies in order to produce returns. The type of strategies and investments envisaged by a hedge fund will be a key determinant of how risky the investment will be. Strategies may range from lower risk absolute return funds up to high risk or speculative funds which make use of extensive leverage in an attempt to make maximum gain from their investment strategy.

Investments undertaken by hedge funds may be narrowly based around a specific type of asset or trading strategy, and the returns experienced by investors in these funds may be adversely affected by very specific market or industry circumstances. It is therefore important to understand the type of strategy and investment to be used in any hedge fund prior to investment.

### (b) Private equity and private equity funds

Private equity funds commonly invest in any form of equity or company that is not openly traded via a public investment exchange. The companies concerned will therefore raise finance privately and will not be subject to stringent listing rules or filing requirements as a result. This factor means that private equity funds may invest in a wide range of unlisted companies. They may be small start-up companies with little or no proven track record, and range up to firms which are of a significant size with a long and established trading history. A number of attributes of private equity investment give rise to unique risk factors such as:

- (i) non-transferable investments, or a long “lock up” period during which the investment cannot be sold. Even if a buyer is found, it may not be possible to sell and any sale which is permitted may not occur at a price which reflects fair value;

- (ii) the committed capital may be drawn down during a capital commitment period. Investors must be capable of making payments to satisfy the capital calls made throughout the commitment period;
- (iii) a focused portfolio of investments, which could lead to exposure to an undiversified economic exposure to the underlying assets;
- (iv) possible use of significant leverage or borrowing, which amplifies possible risks;
- (v) a possible lack of scrutiny or accountability of management to shareholders for decisions they make; and
- (vi) distributions are generally made in cash, however if a fund is unable to sell its interest in a private company, it may distribute minority interests in these companies to fund investors.

It is important that you are familiar with the terms of, and risks associated with, any fund that you invest in.

(c) Property or property development funds

Investment in real property or property funds involves a number of risks particular to this class of asset. Notably fixed property is immovable and might not be easy to sell or to value independently. As a result of the illiquid nature of property it may take time to realise any investment made even when participating in a property fund. There is no guarantee that the underlying properties will remain occupied, or that they might not incur significant maintenance or restoration costs which may impact on the returns available. All property is subject to local risks which may be unique in nature, which may be caused by factors such as the prevailing legal, economic, environmental or political circumstances.

Investors in property development funds face additional risks related to the successful completion of the development project both on time and according to budget. Even if a project is successfully completed, there is no guarantee that properties will either be sold or tenanted at the intended cost or timeframe.

Commercial property is also subject to risks related to the type of use associated with the property, and the prosperity of the local or national economy relevant to the tenants and their business.

Returns available from property funds may also be affected by leverage where borrowing is used to finance either construction or purchase.

In order to maintain fairness and equity between unitholders remaining in and unitholders leaving a fund, in exceptional circumstances, there may be delay switching or encashing all or part of a unit holding in the funds for typically up to one month or, in the case of units of a fund which invests directly or indirectly in buildings or land, for up to six months. If there is delay, the switch or encashment will generally use the unit prices that apply on the day on which the switch actually takes place.

(d) Commodities linked products

Commodity based investments may be impacted by a variety of political, economic, environmental and seasonal factors. These relate to real world issues that impact either on demand or on the available supply of the commodity in question. Their value can fall as well as rise, and in some cases may mean reverting in nature.

Investment into commodities is often achieved either via a structured product over a commodities index or basket of different commodities, or by using a commodity derivative. Please refer to the risk disclosures for each of these products for further information.

The terms of a product may allow the issuer to redeem the product at any point during its term if, for example:

- (i) there is a significant change in taxation impacting the issuer in respect of its obligations under the product;
- (ii) the issuer determines that it has become unlawful for it to perform its obligations under the product;
- (iii) its ability to source or unwind related transactions (which were put in place to provide the returns on the product) is adversely affected in any material way; or
- (iv) there is any other type of disruptive event where no suitable adjustment could be made to the terms of the product.

If the issuer redeems the product early under these circumstances, the issuer will, where Regulatory Requirements allow, pay investors an amount it determines to be the product's market value immediately before the early redemption, disregarding the circumstances. The market value may be reduced to reflect costs associated with the early redemption, such as those incurred by the issuer in unwinding any related transactions.

## (e) Suspension or restriction of trading and pricing relationships

Market condition (e.g. illiquidity) and/or the operation of the rules of certain markets (e.g. the suspension of trading in any contract or contract month because of price limits or “circuit breakers”) may increase the risk of loss by making it difficult or impossible to effect transactions or close/offset positions. If you have sold options, this may increase the risk of loss. Normal pricing relationships between the underlying asset and a derivative do not always exist. The absence of an underlying reference price may make it difficult to judge “fair” value.

## (f) Deposited cash and property

You should familiarise yourself with the protections accorded to the collateral you deposit by way of money or other assets in domestic and foreign transactions, particularly in the event of a firm insolvency or bankruptcy. The extent to which you may recover your money or other assets is governed by the legislation and local rules in the country in which the counterparty acts.

## (g) Commission and other charges

Before you begin to trade, you should obtain a clear explanation of all commissions, fees and other charges for which you will be liable. These charges will affect your net profit or loss.

## (h) Transactions in other jurisdictions

Transactions on markets in other jurisdictions, including markets formally linked to a domestic market, may expose you to additional risk. Such markets may be subject to regulation, which may offer different or diminished investor protection. Your local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where your transactions have been affected.

## (i) Trading facilities

Most open-outcry and Electronic trading facilities are supported by computer-based component systems for the order-routing, Execution, matching, registration or clearing of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. Your ability to recover certain losses may be subject to limits imposed by the system provider, the market, the clearing house and/or member firms. Such limits may vary: you should ask the firm with which you deal for details in this respect.

## (j) Electronic trading

Trading on an Electronic trading system may differ not only from trading in an open-outcry market but also from trading on other Electronic trading systems. If you undertake transactions on an electronic trading system, you will be exposed to risks associated with the system, including the failure of hardware and software. The result of any system failure may be that your order is not Executed according to your instructions, or is not Executed at all and you are not continuously informed about your positions and fulfilment of the margin requirements.

## (k) Off-exchange transactions

In some jurisdictions firms are permitted to effect off-exchange transactions. The firm with which you deal may be acting as your counterparty to the transaction. It may be difficult or impossible to liquidate an existing position, to assess the value, to determine a fair price or to assess the exposure to risk. For these reasons, these transactions may involve increased risks.

Before you undertake such transactions, you should familiarise yourself with applicable rules and attendant risks.

## Schedule 3: Stabilisation

### 1. Risk warning in respect of Securities that may be subject to stabilisation

Unless the Agreement states otherwise, we may, from time to time, recommend transactions in Securities to you, or carry out such transactions on your behalf, where the price may have been influenced by measures taken to stabilise it.

You should read the explanation below carefully. This is designed to help you judge whether you wish your cash to be invested at all in such Securities and, if you do, whether you wish:

- (a) to be consulted before we carry out any such transaction on your behalf; or
- (b) to authorise us to carry out any such transaction on your behalf without first having to consult you.

### 2. What is stabilisation?

Stabilisation enables the market price of a Security to be maintained artificially during the period when a new issue of Securities is sold to the public. Stabilisation may affect not only the price of the new issue but also the price of other Securities relating to it.

Stabilisation can help to counter the fact that, when a new issue comes onto the market for the first time, the price can sometimes drop for a time before buyers are found.

Stabilisation is carried out by a “stabilisation manager” (normally the firm chiefly responsible for bringing a new issue to market). As long as the stabilisation manager follows a strict set of rules, he is entitled to buy back Securities that were previously sold to investors or allotted to institutions which have decided not to keep them. The effect of this may be to keep the price at a higher level than it would otherwise have been during the period of stabilisation.

### 3. The stabilisation rules:

- (a) limit the period when a stabilising manager may stabilise a new issue;
- (b) fix the price at which they may stabilise (in the case of shares and warrants but not bonds); and
- (c) require them to disclose that they may be stabilising but not that they are actually doing so.

The fact that a new issue or a related Security is being stabilised should not be taken as any indication of the level of interest from investors, or of the price at which they are prepared to buy the Securities.

# Section C – Our banking services

## Part 1 – Operating your Bank Account

### 1. Your Accounts

- 1.1 Where a specific service or Bank Account has terms that are different from or additional to those generally set out in this Section C, they are set out in the specific Bank Account terms which we will give you. If there is a conflict between the terms in Section C and the Bank Account terms, the Bank Account terms will prevail.
- 1.2 You must tell us if you are holding deposits for someone else or if any third party has any rights to any deposit paid into the Bank Account.

### 2. Your consent to making payments

- 2.1 Payment instructions can be authorised by the use of a Payment Instrument we have given you or agreed with you.
- 2.2 A Payment Instrument is personal to you and can be a physical device, such as a card, or Security Information (such as a card used with a PIN).
- 2.3 We have different Payment Instruments for telephone and online banking and for using cards:
  - (a) For telephone banking, we may ask you for certain Security Information, or to use another Payment Instrument, before we accept your payment instructions, but we will not ask you to reveal any PIN associated with your card. We may also use voice recognition, or other biometric solutions, while processing your payment instruction.
  - (b) For online or mobile banking, we may ask you to provide certain information such as a passcode or membership number, as well as Security Information, and we may ask you to use a card with a card reader or other Payment Instrument. We may also use biometric verification in-app and online to enhance the security of online payments.
  - (c) For physical card payments, you may be asked to present your card and may be asked to provide your PIN or signature. Always enter your card PIN securely and do not reveal it to anyone.
  - (d) For online card payments, you may be asked to enter your card details as well as additional Security Information such as a one time passcode or password. We may also ask you to verify your online card payments using a card with a card reader, or by using our app or online banking. We may also use biometric verification to enhance the security of online card payments.
- 2.4 We may introduce new or different Payment Instruments in the future, for example, if we change the card scheme or the functionality of cards and other devices. Where the change does not affect the provisions of the Agreement and is to your advantage, we can do this without telling you in advance.

### 3. Security

- 3.1 Your obligations to protect your Security Information are set out in Section A, Part 1, clause 9 (Your obligations). In addition, you must do all that you reasonably can to make sure that, if the Payment Instrument is a device, it is kept secure, or, if it is Security Information, it is kept secret. You should not share your Security Information with any third party – this includes third party providers of Account Information Services or Payment Initiation Services and Card Based Payment Instrument Issuers.
- 3.2 You must not give anyone else, including us, and any providers of Account Information Services or Payment Initiation Services and Card Based Payment Instrument Issuers your Payment Instrument or any information that would enable them to use it. For example, this means you should not store information on a mobile phone, personal organiser, browser or other hardware or software that would allow anyone using the same equipment to see the stored details. In addition, you must:
  - (a) try to remember any personal identifiers such as a code or PIN;
  - (b) destroy the written details we send you and never record them in a way that might be recognised by someone else; and
  - (c) change your PIN frequently.



## 4. Making payments

4.1 When you give us a Payment Order, you must:

- (a) if the Payment Order is for sending money to another account, tell us the account name, account number, the sort-code for the account (for payments within the jurisdiction in which your branch is situated) and any other information we ask for so that we can make the payment; and
- (b) have Cash Available to make the payment:
  - (i) by 3pm (UK time) on the day of the payment, in the case of standing orders, direct debit or cheque payments to be made in sterling from sterling accounts; or
  - (ii) for all other payments, at the end of the Working Day before it is due to be made.

We will assume that you have agreed to us acting on the Payment Order if we have checked that the instruction is genuine. This includes when you proceed with a payment following a Confirmation of Payee response.

Confirmation of Payee is where, before accepting certain payment instructions, we will check with the bank which will be receiving the payment whether the account name, account number and sort code provided by you, matches the details they hold. We will show you the bank's response which may be either a match, a close match, no match, or that a check was not possible. In the event of a close match we will present the account name held with the bank receiving the payment to enable you to check you are paying the right person and if required change the payment instruction.

You will be asked to confirm if you want to proceed with the instruction based on the Confirmation of Payee response.

4.2 In deciding whether you have Cash Available to make the payment, we:

- (a) add together the amount in your Bank Account, any arranged overdraft and/or other limit(s) and any payments made into your Bank Account that we are treating as available for you to use; and
- (b) take away the total amount of the payments you have asked us to make from the Bank Account which have not yet been paid, including any debit card payments we have authorised.

We do not have to take account of regular credits or any amounts received after we have decided not to make the payment.

4.3 If you try to make any payment from your Bank Account when you do not have Cash Available for it, we will refuse the payment due to lack of funds. The only exceptions to this are for payments which fall within small allowances we may make (as explained in our published fee tariffs) and for payments we cannot refuse to make despite lack of funds, for example, a card payment we were not asked to authorise before it was made.

4.4 If you make a payment from a Bank Account without giving the notice required for that Bank Account, we may make a charge or reduce the interest payable on the Bank Account. Details of any such charges or reductions of interest will be set out in the terms for your Bank Account.

4.5 Standing orders, direct debit payments, chequebooks and overdrafts are not available on our savings accounts.

4.6 We set Cut-Off Times by which payment instructions must be received by us on a Working Day. If we receive an instruction after the relevant Cut-Off Time or on a non-Working Day, we will treat your instructions as having been received on the following Working Day. If you have asked us to make a payment on a future date specified in your instruction, we will treat your instruction as received on that date (unless such date is a non-Working Day, in which case we will treat it as received on the next Working Day). The following exceptions apply to the time of receipt of your payment instructions for all Accounts (but not Cash Accounts):

- (a) Faster Payment instructions received at any time will be treated as received on such day (as Faster Payments operates 24 hours a day, 7 days a week); or
- (b) when you are paying in cash at a branch which is open on the weekend, in which case we will treat the instruction as having been received on the same day.

## 5. Limits on instructions

5.1 We may apply financial and other limits to Payment Orders given using a Payment Instrument or, for payments by card, contactless technology. We will tell you what these limits are and may change them as long as we give you Personal Notice under Section A, Part 1, clause 21 (Variations). To manage our risk, we also apply internal controls,

including limits, to certain types of payment. We change these as necessary but, for security purposes, we do not disclose them. We may also require you to make payments over certain limits by particular methods and may charge for those transactions.

## 6. When we can stop or suspend the use of a Payment Instrument

6.1 Subject to clause 6.2 below, we may stop or suspend the use of a Payment Instrument, if we reasonably consider it necessary:

- (a) to protect the security of the Payment Instrument; or
- (b) because we suspect that there may be unauthorised or fraudulent use of the Payment Instrument; or
- (c) where you have an arranged overdraft or other borrowing facility, because we reasonably believe that there is a significantly increased risk that you will be unable to repay the arranged overdraft or borrowing.

Unless it would compromise reasonable security measures or is otherwise unlawful, we will inform you before the suspension and will tell you why. If we are unable to inform you before, we will tell you immediately after. We will allow the use of the Payment Instrument or replace it with a new one as soon as practicable after the reasons for stopping it no longer exist.

6.2 This clause does not apply to Cash Accounts.

## 7. Refusing Payments

7.1 We accept no responsibility if we refuse a payment (where we have a good reason and have acted reasonably, and in accordance with Section A, Part 1, clause 6 (Refusing your instructions)), if a debit card is not accepted as payment, or for any loss or damage resulting from the way in which either decision is communicated to you.

7.2 We can also refuse to act on an instruction which we receive from providers of Account Information Services or Payment Initiation Services if we're concerned about fraud or unauthorised access. If we find we need to do this, we'll contact you using the details you have given us as soon as we can (and in advance where possible) to explain why, unless that would break the law or we have security reasons not to do so.

## 8. Changing or cancelling payments

8.1 Immediate payments: we cannot change or cancel a Payment Order once we have received it (as long as it is received before the Cut-Off Time). If you place a Payment Order by telephone or Electronically, it is received immediately and so cannot be cancelled. We cannot cancel a debit card payment in pounds sterling or in a foreign currency once you have given your consent to make the payment to a third party. This can only be done with the consent of the third party.

8.2 Regular or future payments (including, for example, direct debits, standing orders or recurring payments on cards):

- (a) for direct debits and standing orders, you can cancel the payment up to the end of the Working Day before the date it's due to be made, through online or mobile banking, at a branch or by phone, however, this won't cancel any agreement you may have made with an organisation you are paying; and
- (b) for recurring payments on your card, you can cancel the payment at a branch or by phone at any time, but you have to do this no later than the close of business on the Working Day before the next recurring payment is due to be made. We recommend you also contact the organisation taking the payment to cancel the agreement.

8.3 Unless otherwise agreed, you can only make a payment by SEPA Direct Debit from a Euro Bank Account. SEPA Direct Debit is a means of originating or making direct debit payments in Euros across the Single Euro Payments Area. There are two SEPA Direct Debit Schemes:

- (a) SEPA Core Direct Debit; and
- (b) SEPA B2B Direct Debit.

The SEPA B2B Direct Debit Scheme can only be used to originate payments if you are a business and additional terms apply.

8.4 If you hold a Bank Account denominated in euros you can instruct us not to make a payment from that Bank Account through the SEPA Core Direct Debit Scheme, either generally or to a specific recipient. You can also ask us to limit the amount or frequency of payments to a specific recipient under the SEPA Core Direct Debit Scheme.

## 9. Lost or stolen cards and other Payment Instruments

- 9.1 If you think your Payment Instrument has been lost, stolen, misappropriated, or used without authorisation (because, for example, another person has found out your Security Information), you must notify us as soon as you can by calling us using the details in Section A, Part 3 (About us), or by calling the telephone number we will usually give you when we provide, or agree with you, your Payment Instrument. You can also call your usual Barclays Bank contact. We may require you to provide written confirmation within seven calendar days.
- 9.2 If we ask, you must give us any information you know about the misuse of the Payment Instrument. We will pass this to the police if we think that will be useful. Once a debit card is reported as lost, stolen or otherwise liable to misuse, you must not subsequently try to use it. If it is later found or comes back into your possession, you must destroy it.

## 10. Interest and tax deductions

- 10.1 We will pay you credit interest on the basis set out in the relevant additional terms for your service or product.
- 10.2 We set out how we may vary credit interest rates in Section A, Part 1, clause 21 (Variations).
- 10.3 We apply different rates of interest to our various services or products. Please refer to our website for details of the rate of interest applicable to particular services or products or ask your usual contact.
- 10.4 We generally work out interest at the end of each day taking into account Payment Orders we have carried out that day for you and payments received into your Bank Account. If we work out interest differently on a particular Bank Account, we will tell you in the specific Bank Account terms.
- 10.5 Unless the Bank Account terms state otherwise, interest will be credited to your Bank Account quarterly in arrears. Interest, if any, is paid at the rate set out in our interest rate leaflets or as agreed with you.
- 10.6 When we start to pay interest on payments made into the Bank Account depends on how the payment is made and the Account you are paying it into.

The table below applies to Bank Accounts (other than interest on Cash Accounts which is covered in Section C Part 2 Clause 1.3).

Payment received	Interest paid
Sterling cash deposit or electronic transfer	When the funds are applied to your Account
Non-sterling cash deposit or electronic transfer	When the funds are applied to your Account
Sterling cheques drawn on a Bank Account in the United Kingdom, Isle of Man, Jersey or Guernsey	When the funds are applied to your Account
Cheque payable in another currency or drawn on a bank outside the country where we provide the service to you	The day we receive the amount of the cheque from the sending bank

- 10.7 Because we treat payments as added to your Bank Account for the purpose of working out interest before we have actually received the amount of the payment, the amount shown on your statement is not always the same as the amount which is available for you to use.
- 10.8 We will deduct tax from any interest, other income and payments paid to you where Regulatory Requirements require us to do so.
- 10.9 We calculate interest on sterling Bank Accounts on the basis of a 365-day year. Interest on other currency Bank Accounts is calculated on the basis of a 360-day year with the exception of Bank Accounts denominated in the currency of Hong Kong, Kenya, Kuwait, South Africa and Singapore, which are calculated on the basis of a 365-day year.

10.10 To the extent any of your Accounts attract negative rate charging, this will be applied as a liquidity fee. Please see our tariffs available online or ask your Barclays contact.

#### Benefits and services associated with your Bank Account

10.11 Any fee you pay is a fee for the provision of benefits and services. No part of the fee is attributable to any particular benefit or service. If you choose not to use a benefit or service, or are not eligible for a benefit or service, you will not be entitled to a refund of, or reduction in, your monthly fee.

## Part 2 – Making and receiving payments

### 1. Payments into your Bank Account

- 1.1 We may deduct any applicable charges from a payment before we add it to your Bank Account.
- 1.2 The timing of payments into your Bank Account (other than your Cash Account) depends on how the payment is made and where it has come from.

#### Cash payments

Cash received by us in euro, sterling (or the currency of another EEA country where we provide the service to you) before the Cut-Off Time on a Working Day will be available for you to use immediately if paid into a Bank Account denominated in the same currency. You can ask us for the times that apply to payments in other currencies or to Accounts denominated in other currencies.

We offer a number of ways for you to pay in cash. When we receive the cash depends on how you pay it in, as set out below:

Cash paid in	Received by us
Over the counter at a Barclays branch in the country where we hold your Bank Account and counted while you wait	Immediately
Over the counter at a Barclays branch in the country where we hold your Bank Account but not counted while you wait or through a self-service machine	When the money is counted (we, or a notice on the machine, will tell you when this will happen)
Over the counter at a Barclays branch in a country other than the country where we hold your Bank Account	When the money is received in the country where we hold your Bank Account (we will tell you when this will happen)
Through a night safe	When the money is counted (this will be the start of the following Working Day unless we tell you otherwise)
Together with other non-cash credits (for example, where cash is paid together with a cheque on the same credit slip)	At the end of the day (we will tell you if this will happen sooner)
Over the counter at a Barclays branch in a different country to the country where we hold your Bank Account	We must first transfer it to the country where we hold the Bank Account. You can ask us when it will be received into your Bank Account

If, in the UK, you pay in cash over the counter at the Post Office to your Bank Account, it will take an additional two Working Days, beyond the clearing time set out above, for the cash to be received by us.

#### Cheques

The law relating to the processing of cheques has changed, and this allows us to alter the way we clear cheques:

- (a) we'll allow cheques to be paid into your Account at a branch, at the post office or through a self-service machine. We also accept cheques paid in by sending an image of the cheque (for example using an app or other technology we accept);
- (b) if the cheque you are paying in is payable in sterling and drawn on a bank in the UK, Channel Islands or Isle of Man, it will need to go through clearing before you receive the money;
- (c) when you pay in cheques in this way, the process starts on the Working Day we receive the cheque, as long as we get it before the Cut-Off Time. If not, we will process it the next Working Day. You will start earning interest (if your Account pays it) against the cheque's value and it will be available for withdrawal by the end of the next Working Day after the day we process it. These timings may be different if you pay in a cheque to the post office. In this case, we will start the process when we receive the cheque, normally the next Working Day; and
- (d) we'll clear cheques using an image of the cheque rather than paper. This means if you want a copy of a cheque (for instance if it's returned unpaid), we'll only give you an image of the cheque.

## Foreign cheques

If a cheque is in a foreign currency, or is drawn on a bank outside the UK or Jersey, Guernsey and Isle of Man, we'll do our best to get the cheque paid. We can't always do this if it's drawn on a non-UK bank.

You should pay in the cheque by sending it to us or paying it in at one of our branches. If the cheque is drawn on a non-UK bank, you must sign the cheque on the back using the same name as on the front of the cheque. The cheque is cleared in one of two ways:

**Negotiating:** If you need the funds quickly (depending on the country and the currency) we may agree to negotiate the cheque. This means we trust that the cheque will clear, and we pay the money into your Account in advance on a date agreed with you, converted into sterling using an exchange rate made up of our Reference Exchange Rate at the time of the conversion, to which we may add a margin. We do not have to negotiate the cheque and we'll deduct a charge for it from the amount we pay you.

If we negotiate the cheque, the other bank may later return it, (for example, because it's returned unpaid) or ask for the money to be returned. If this happens, we will take the value of the cheque from your Account. The amount we take is likely to be different from the amount we paid into your Account (and may be more, for example if the exchange rate has changed or if we deducted charges for the costs we incurred in trying to get the money for you).

**Collecting:** If we collect the cheque, it takes a bit longer for you to receive the funds. We'll send it to the paying bank for you and wait for the payment from the paying bank. The time this takes depends on each bank and the country it's based in. Once we have cleared funds, we'll then pay you, either in the foreign currency if you have an account with us in that currency, or converted into sterling using an exchange rate based on our Reference Exchange Rate at the time of the conversion, to which we may add a margin. We will also charge you. We'll tell you the margin and any charges before we collect the cheque.

## Electronic payments into your Bank Account

An Electronic payment received by us in euro or sterling, or the currency of another EEA country where we provide the service to you, into a Bank Account in the same currency will be available for you to use immediately on our receipt of the funds. If you ask us, we will tell you when other Electronic payments will be available for you to use.

- 1.3 The timing of payments into your Cash Account depends on how the payment is made and where it has come from. Although payments made into a Cash Account on a non-Working Day will not generally be processed by us until the following Working Day, in certain circumstances (such as where they are made through online banking) they will be shown on your Cash Account, and will be available to use, on that day but will be dated the following Working Day. However, where applicable, interest will not begin to be payable until the following Working Day.
- 1.4 Sometimes a payment is recalled by the bank that made it (for example, because that bank's customer did not have enough money for the payment) and sometimes a payment is made into your Bank Account by mistake. If this happens, we will take the payment out of your Bank Account, even if we allowed you to make a payment or to take cash on the assumption that the payment would not be recalled. Where a payment goes into your Account by mistake, we may also provide some details about you and the payment to the bank which sent the payment. You may incur charges and interest on any overdrawn amount, according to the terms for your Bank Account. We may also charge a fee if a payment is recalled by another bank or if we recall a payment you have made by cheque. Details of these charges will be set out in our fee schedule or other published fee tariffs.
- 1.5 If we cannot recover a payment we make by mistake to your Bank Account by debiting your Bank Account, we may use other methods to recover such mistaken payment (for example, pursuing a claim through the court system). We may also take such actions where we are requested to do so (for example, under the Faster Payments system as a result of our obligations to other financial institutions).

## 2. Electronic payments from your Bank Account

- 2.1 If you are making a payment in an EEA currency from a Bank Account held in an EEA currency, to a person with an account at a bank in the EEA, we will make sure that the amount of each payment you ask us to make will reach that person's bank no later than:
  - (a) one Working Day after we receive your Payment Order, if the payment is to a person with an account at a bank:
    - (i) in the country where we provide services to you, and the payment is in euro or the currency of that country; or
    - (ii) in another country within the EEA, and the payment is in euro,

unless the instruction was given by paper Payment Order, in which case we will make sure it reaches that person's bank no later than two Working Days after we received your Payment Order; or

(b) four Working Days after we received your Payment Order, in all other cases.

The bank receiving the payment from us is required by law to pay it into its customer's account on the day it receives the payment from us.

2.2 If you are making a payment to a person with an account at a bank not in the EEA or in a currency which is not an EEA currency or ask us to deduct the payment from a Bank Account which is not in an EEA currency, we will give you an indication of the date on which the payment should be received by that bank. This does not mean that the person the payment is being sent to will receive the payment that day. This will depend on the banking practice of the country concerned.

2.3 When you give us a Payment Order, we will decide, acting reasonably, how the payment will be sent.

### 3. Cheques from your Bank Account

3.1 You must complete cheques so that they are not easy to alter (including putting a line through unused space) and you must not put a date on your cheques which is after the date of signature. If you do, we will not be liable for any Losses to you as a result of us paying a cheque before the date you have put on it.

3.2 You can cancel a cheque before it has been presented to us for payment by asking your usual contact. We will make a charge for cancelling a cheque on certain Accounts. If we do, the charge will be set out in our published fee tariffs.

3.3 We may pay a cheque you have written on your Bank Account even if it is not sent to us for payment within six months of the date on the cheque, or any shorter expiry period that applies in the country where we provide the service. This means that, if you are asked to write another cheque because the first one you wrote seems to have been lost, you should ask your usual contact to cancel the first cheque to avoid making the same payment twice.

### 4. Card payments in a foreign currency or country

4.1 All card payments made in a currency other than sterling will be converted into sterling by the card scheme you used (identified by the Visa or Mastercard symbol on the card) on the date they process the transaction, using the Reference Exchange Rate the card scheme uses for all sterling-based accounts (this rate is available on request). This means the rate of exchange may differ from the rate on the date you made the card payment, if the payment is processed by the card scheme after that date.

4.2 We also set and charge a non-sterling transaction fee on a payment or cash withdrawal amount and may charge for cash withdrawals in a foreign currency from an ATM or from a bank, as shown in our published tariffs. Our exchange rate is made up of the relevant card scheme Reference Exchange Rate plus the non-sterling transaction fee.

4.3 You can find a comparison of our current exchange rate for certain currencies as a mark-up over the rate published by the European Central Bank (ECB) at: [www.barclays.co.uk/travel/using-debit-card-abroad/](http://www.barclays.co.uk/travel/using-debit-card-abroad/). The website shows our rate for certain currencies as a mark-up over the ECB rate at the time you check. This changes twice a day. Because it might take a day or two for your payment to be processed, the rate we charge you might be different to the rate displayed at the time you placed the Payment Order.

4.4 In some countries the ATM or the card terminal being used may show you the payment or withdrawal amount in sterling, and allow you to choose to pay or withdraw a currency amount equivalent to that amount in sterling (i.e. they will carry out the currency conversion for you). The exchange rates used for this will generally be provided by the operator of the terminal or ATM, so won't be under our control. If you're in the EU when you're offered this option, you'll be provided with an exchange rate as a mark-up over the ECB rate by the operator of the terminal or ATM.

4.5 You can use this information, and the information available on the website mentioned above to help you decide whether you want to let the operator of the terminal or ATM undertake the conversion using their rate or whether you'd like us to undertake the conversion using our rate. If you'd like us to convert the amount, you should choose to pay in, or withdraw, local currency and not sterling.

### 5. International payments

5.1 Unless we agree with you otherwise, to make an international payment, we may have to route it through another bank. If this is the case, we will use a bank that is chosen by us or by a bank in the country the payment is being sent to or where you have asked us to make the payment in a foreign currency, by a bank in the country where that currency is the national currency.



- 5.2 In making an international payment, we are acting for you. You must ensure that both you and the person receiving the payment comply with any local laws in relation to the payment. If you do not do this and, as a result, we have to pay any costs or expenses because we were acting for you in relation to the payment, you must reimburse us for them, and for any Losses we reasonably incur, and take any steps necessary to put us in the position we would have been in had we not made the payment for you.
- 5.3 You represent that you will comply with local exchange control requirements and have required exchange control approval, when you make international transfers to us or to your Account.
- 5.4 When you give us an instruction in respect of an international payment, we will ask you for certain information (including the SWIFTBIC or IBAN) to enable us to identify the bank and account into which the payment should be made. If you do not provide this information or provide additional information which is not required, we will try to obtain the information ourselves or work out what information is relevant and will make an additional charge to cover our costs in doing so. If you provide inaccurate information and the payment goes missing as a result, we will make reasonable efforts to recover the cash and reserve the right to levy an additional charge to cover our costs in doing so. Any additional charge will be notified to you.
- 5.5 If you ask us to make an international payment, we will convert it into the currency of the country the payment is being sent to before we send it, unless you tell us otherwise. The person receiving the payment may also have to pay charges to the other bank. Any value quoted by us is the value on the date on which cash will be available to the other bank. If you receive a payment in a different currency from that of the Bank Account, we may convert the payment to the currency of the Bank Account at our relevant currency exchange rate. We are not obliged to accept a payment to a Bank Account if we are not able to obtain the relevant currency exchange rate. We will only ever credit a payment to the Bank Account specified in the instructions received from the paying bank, even if you have a separate Bank Account in the same currency as the payment we have received.
- 5.6 If you ask us to make a payment in a currency other than the currency of the Bank Account it is being taken from or you receive a payment in a different currency from that of the Bank Account, we will use our relevant Reference Exchange Rate (to which we may add a margin) for that currency at the time we process the transaction, unless we have agreed a different rate with you. We have different margins for different customers and depending on the size of the transaction. You can ask us for the current Reference Exchange Rate, any margin and any other charges that would apply to a particular transaction at any time through your usual contact. If you ask us to make a payment on a future date and we do not agree a rate for that payment, we will calculate the exchange rate using the relevant Reference Exchange Rate at the time we process the payment.
- 5.7 Where you cancel or recall a payment that requires a currency conversion, or if we are unable to make a payment for reasons outside our control, we will refund the amount of the payment after deducting any fees that have already been charged, if the payment has already left your Bank Account. In some cases we may pass on the gain/loss from disposing of the currency by crediting/debiting your relevant Account, and will notify you after doing so. Details of the instruction amount(s) and how we calculate the gain/loss are available on request. Further information on how this gain or loss is calculated is available from your usual contact.
- 5.8 All card payments made in a currency other than the currency of the related Account will be converted into the currency of the Account by the card scheme on the date it processes the transaction, using the exchange rate it uses for all such currency accounts (you can ask us for details of this rate), and a percentage commission which we set on the amount of the payment. This rate may not be the same as the rate that applied on the date the transaction was made, if the payment is processed by the card scheme after that date.
- 5.9 We will hold foreign currency standing to your credit either:
- (a) in a bank we choose in the country of that currency and subject to any local practices (including Working Days) and laws. You are responsible for any exchange rate risk; or
  - (b) in a Bank Account with us.
- 5.10 Notice periods for withdrawals may vary according to the currency. Details are available upon request. In most cases, transfers of cash held in any foreign currency require two Working Days' notice.
- 5.11 Please refer to Section B, Part 5 (Derivatives and FX contracts) for terms relating to foreign exchange transactions other than payments.

## 6. Unauthorised payments from your Bank Account (other than your Cash Account)

- 6.1 If you think that a payment from your Bank Account was not authorised by you, you must tell us as soon as you can, even if a provider of Payment Initiation Services is involved in making the payment. If you tell us that a payment from



your Bank Account was not authorised by you, unless we can show you are not entitled to a refund, we will refund the amount deducted and will return your Bank Account to the position it would have been in if the unauthorised payment had not taken place. This means, for example, that we will pay any interest which you missed out on and/or refund interest or charges which we made because the Bank Account became overdrawn. We will have no further liability to you. If we discover you were not entitled to a refund or the wrong amount was refunded, we may reverse or adjust the refund.

- 6.2 If we have reasonable grounds to think you are not entitled to a refund at the point you ask for one, we may look into your claim further before giving the money back (this could include asking you to give us some information in writing, which might include by Electronic means). However, we'll always provide you with a refund by the end of the Working Day after the day you tell us about the unauthorised payment (or as soon as we are reasonably satisfied that you did not authorise payment where Regulatory Requirements do not apply), unless we reasonably suspect that you have acted fraudulently and we notify the police or another person permitted by law. Where we don't provide a refund in that time, we'll look into this as quickly as possible and, if we find that the payment was indeed unauthorised, we'll refund you and put your Account right straight away.

However, you will be liable:

- (a) for all payments made from your Bank Account if you have acted fraudulently; and
- (b) if you deliberately, or with gross negligence, failed to keep your Payment Instrument and passwords or PIN (or similar) safe, any payments that take place before you notify us that your Payment Instrument has been lost, stolen, misappropriated or used without authorisation. .

- 6.3 We will not be liable to you for any Losses you suffer or costs you incur because:

- (a) we do not act on a Payment Order for any reason specified in the Agreement;
- (b) the details contained in the Payment Order were not correct (following us providing sufficient warnings about paying the correct person for certain payments); or
- (c) if you ask a provider of Payment Initiation Services to initiate a payment on your behalf and they don't do this.

## 7. Unauthorised payments from your Cash Account

- 7.1 If you tell us that a payment from your Cash Account was not authorised by you, we will carry out an investigation and, as soon as we are reasonably satisfied that you did not authorise payment (or earlier where the Regulatory Requirements provide), we will refund the amount deducted and will return your Account to the position it would have been in if the unauthorised payment had not taken place. This means, for example, that we will pay any interest on the amount incorrectly paid and/or refund interest or charges which we made because the Account became overdrawn. We will have no further liability to you.

- 7.2 However, you will be liable for:

- (a) all payments made from your Account if you have acted fraudulently; and
- (b) payments that take place until you notify us that your Payment Instrument has been lost or your passwords or PIN (or similar) have become known to someone else but only if the payment was made because you deliberately or negligently failed to keep your Payment Instrument secret or failed to notify us as soon as you should have done.

- 7.3 We will not be liable to you for any Losses you suffer or costs you incur because:

- (a) we do not act on a Payment Order for any reason specified in the Agreement; or
- (b) the details contained in the Payment Order were not correct.

## 8. Lost or mistaken payments from your Bank Account (other than your Cash Account)

- 8.1 If you ask us to make a payment into an account at another bank and that bank says that it did not receive the payment, we will refund the amount of the payment as soon as we can and return your Bank Account to the position it would have been in if the payment had not been made, including, if applicable, refunding any charges you've paid and making sure that any interest we pay or refund to you dates back to when the relevant amount was taken from your Bank Account, except in the following cases:

- (a) There was a mistake in any of the details contained in the Payment Order you gave us (if applicable and following us providing sufficient warnings about paying the correct person for certain payments). If this is the case, we will make reasonable efforts to recover the cash. We will charge you a reasonable amount to cover

our costs in doing so. We will tell you the amount of the additional charge before we take the action. Where we are unable to get the money back, you can send us a written request and we'll then provide all the relevant information we can in order for you to claim repayment of the funds. We'll only provide you with information that we are allowed to provide to you by law.

- (b) We can show that the payment was received by the other person's bank. In this case, that bank is required by law to make the payment immediately to that person.
- (c) When using Confirmation of Payee you proceed with a payment following a warning that the payment could be sent to the wrong bank account, because a Confirmation of Payee response:
  - (i) is not possible;
  - (ii) does not match the account name, account number and sort code you provided us; or
  - (iii) is a close match to the account name, account number and sort code you provided us.

If the bank receiving the payment provided us with wrong information, resulting in an incorrect Confirmation of Payee response, that bank will be liable for returning the money but we will make reasonable efforts to help. If we are responsible for the incorrect Confirmation of Payee response or for not providing sufficient warning about paying the correct person, then we will refund the money to you as soon as we can.

- 8.2 If you have instructed us to make payments requested by third parties under the UK Direct Debit Scheme, we will provide refunds for any error made in accordance with the terms of the Direct Debit Guarantee (set out on the direct debit form or direct debit confirmation).
- 8.3 If you ask us to make a payment to someone and they receive it later than we've stated they should do (in accordance with clauses 1 to 5 of this Section C, Part 2 (Making and receiving payments)), you can ask us and we'll contact the other bank and ask them to correct the amount of any interest on the account with their customer (so that it is as if the payment was received on time).
- 8.4 If we receive a payment from another bank for you and it is credited to your Account later than it should have been (in accordance with clauses 1 to 5 of this Section C, Part 2 (Making and receiving payments)), we'll immediately credit your Account with the relevant amount to put the Account back to the position as if you received the payment when you should have done.
- 8.5 If you ask us to trace a non-executed or defectively executed payment made by you, we will do this and we will let you know the outcome. We will do this without charge.

## 9. Lost or mistaken payments from your Cash Account

- 9.1 If you ask us to make a payment in an EEA currency to an account at another bank in the EEA from an Account held in an EEA currency and that bank says that it did not receive the payment, we will refund the amount of the payment and return your Cash Account to the position it would have been in if the payment had not been made, except in the following cases:
  - (a) There was a mistake in any of the details contained in the Payment Order you gave us. If this is the case, we will make reasonable efforts to recover the cash. We will charge you a reasonable amount to cover our costs in doing so. We will tell you the amount of the additional charge before we take the action.
  - (b) We can show that the payment was received by the other person's bank. In this case, that bank is required by law to make the payment immediately to that person.
- 9.2 If you have instructed us to make payments requested by third parties under the UK Direct Debit Scheme, we will provide refunds for any error made in accordance with the terms of the Direct Debit Guarantee (set out on the direct debit form or direct debit confirmation).
- 9.3 If you ask us to make a payment to an account at another bank outside the EEA or from an Account which is not in an EEA currency and the payment is not received by the other bank as a result of an error we made, we will refund the amount of the payment, our charges and interest calculated at the rate required by any Regulatory Requirements on the amount of the payment for the period from the date of your instructions until the date the refund is made.

If we can show that we carried out your Payment Order correctly or that there was a mistake in any of the details contained in the Payment Order you gave us, we will make reasonable efforts to recover the cash. We will charge you a reasonable amount to cover our costs in doing so. We will tell you the amount of the additional charge before we try to recover the cash.

## 10. Refunds for certain payments to your Bank Account (other than your Cash Account)

- 10.1 Where you have agreed that another person can take a payment out of your Cash Account (for example, if you have given your debit card details to a third party in the EEA for the purpose of making a payment), you can ask us to refund a payment if all the conditions set out below are satisfied. We may ask you to provide information which is reasonably necessary to investigate whether or not you are entitled to the refund. In addition, you may also find it helpful to contact the person who took the payment from you. We will refund you the payment within ten Working Days of receiving your request, or of receiving any further information we have requested, or we will inform you of our reasons for refusing the refund. If we provide a refund, we will make sure that any interest we pay or refund to you dates back to when the relevant amount was taken from your Account. The conditions are that:
- (a) the authorisation you gave did not specify the exact amount to be paid;
  - (b) the amount that has been requested was more than you could reasonably have expected to pay, based on the circumstances, including your previous spending patterns; and
  - (c) you make the refund request within eight weeks of the date when the payment was made from your Bank Account.
- 10.2 If you have instructed us to make payments requested by third parties under the SEPA Core Direct Debit Scheme you can ask us for a refund within eight weeks of the date when the payment was made from your Bank Account. You can do this for any reason. Your rights under the SEPA Core Direct Debit Scheme do not alter the arrangements between you and the person who took the payment and any disputes between you should be resolved directly.

## 11. Refunds for certain payments to your Cash Account

- 11.1 Where you have agreed that another person can take a payment out of your Cash Account in an EEA currency (for example, if you have given your debit card details to a third party in the EEA for the purpose of making a payment), you can ask us to refund a payment if all the conditions set out below are satisfied. We may ask you to provide information which is reasonably necessary to investigate whether or not you are entitled to the refund. In addition, you may also find it helpful to contact the person who took the payment from you. We will refund you the payment within ten Working Days of receiving your request, or of receiving any further information we have requested, or we will inform you of our reasons for refusing the refund. The conditions are that:
- (a) the authorisation you gave did not specify the exact amount to be paid;
  - (b) the amount that has been requested was more than you could reasonably have expected to pay, based on the circumstances, including your previous spending patterns; and
  - (c) you make the refund request within eight weeks of the date when the payment was made from your Cash Account.
- 11.2 If you have instructed us to make payments requested by third parties under the SEPA Core Direct Debit Scheme you can ask us for a refund within eight weeks of the date when the payment was made from your Account. You can do this for any reason. Your rights under the SEPA Core Direct Debit Scheme do not alter the arrangements between you and the person who took the payment and any disputes between you should be resolved directly.

## 12. Our liability

- 12.1 Except as set out above, the liability of any member of the Barclays Group for any Losses resulting from any failure, delay or error in respect of a payment instruction will be limited to interest calculated at the rate and/or in the manner provided under applicable law or regulations governing such payments by persons generally (or, in the absence of such law or regulations, to interest at Barclays Bank PLC base rate for the time being in force) and will be calculated from the end of the third Working Day (for payments within the EEA) or the fifth Working Day (for all other international payments) (or any other date we specifically agree with you) following the date we accept your instructions to the date the cash is credited to the beneficiary's bank.

## Part 3 – Other Bank Account services

### 1. Borrowing on your Bank Account

- 1.1 If you think that you may occasionally need to borrow on your personal current Bank Account, you must ask whether we can set up an arranged overdraft.
- 1.2 An arranged overdraft allows you to borrow up to the limit we agree, if you would not otherwise have the Cash Available on your Bank Account to make a payment or a cash withdrawal. If a Personal Reserve or Emergency Borrowing facility is available on a Bank Account, you can have an arranged overdraft with or without a Personal Reserve or Emergency Borrowing. We do not have to agree to provide you with a borrowing facility but, if we do, we will tell you the limits, interest rates, fees and charges that apply and we will confirm these details to you in writing. All borrowing facilities are subject to status.
- 1.3 Arranged overdrafts and Personal Reserves or Emergency Borrowing are only for short term borrowing. You should make regular payments into your Bank Account so that the amount you owe us is reduced. If you do not do this, we can require you to do so. Unless we tell you, or agree with you otherwise, any sum paid into your Bank Account will be used to repay any amounts you owe us in the following order:
  - (a) firstly, our fees (including any insurance premiums we debit to your Bank Account);
  - (b) secondly, your Personal Reserve or Emergency Borrowing (where you have used this type of borrowing and whether or not you also have an arranged overdraft with us); and
  - (c) thirdly, your arranged overdraft (including interest).
- 1.4 You cannot make a payment into your Bank Account to repay a particular payment or type of payment or to reduce the amount you owe us in any different order.
- 1.5 Arranged overdraft interest is calculated on the daily statement balance and will be charged at least quarterly.
- 1.6 You will be given at least 14 calendar days' Personal Notice on your statement of the total of any arranged overdraft interest or certain arranged overdraft and Personal Reserve or Emergency Borrowing fees that will be deducted from your Bank Account (details of these fees will be set out in our published fee tariffs). We work out the monthly charging period from the date you select for your statement to be issued. The monthly charging period always closes one Working Day before the statement is issued.
- 1.7 We will review your arranged overdraft and/or borrowing facility limit regularly and may increase or decrease it (including removing it entirely). If we do, we will write to tell you. We will usually give you 2 months Personal Notice before the change takes effect but we can reduce your limit immediately if it is appropriate, for example where we have asked you to repay all or part of your arranged overdraft or based on our assessment of affordability or risk. If we reduce or remove your limit, you will have to pay our charges for refusing a payment due to lack of funds and/or for allowing a payment despite lack of funds if you subsequently attempt to exceed your revised limit. You may request to reduce your arranged overdraft by contacting us at the details set out in Part 3 clause 4 (Contacts).
- 1.8 Unless we have specifically agreed otherwise with you, we may require you to repay any or all of your overdraft or similar borrowing facility at any time. Wherever possible, we will give you Personal Notice of repayment before, but we do not have to give advance notice. If you have a foreign currency Bank Account, you must repay any overdraft on it by making a payment in the relevant foreign currency, at the bank we use for our foreign currency accounts (we will tell you which bank this is). Until you repay us in full, we will charge interest and fees (as applicable) at the contractual rates both before and after any court order in our favour for repayment.
- 1.9 You are responsible to us for any costs we reasonably incur in obtaining repayment of overdrawn balances.

### 2. Statements for your Bank Account (not including your Cash Account)

- 2.1 We will provide statements showing the individual transactions paid into and out of your Bank Account since the previous statement, together with information about those transactions, including details of any charges made, interest payable or exchange rates used in relation to the transaction. Unless a different frequency is agreed with you, we will provide these statements monthly. You can also ask us at any time for information about individual transactions or for a monthly statement by contacting your usual contact. If you have told us you do not want to receive a monthly statement, you can always change your mind and ask us to provide one. If you have a restricted access Account, the above won't apply to you and we'll put your Account information on regular statements. We'll let you know in your additional conditions if your Account is a restricted access Account (that is an account where you can't make day to day payments or that has other payment restrictions).

- 2.2 You must tell us as soon as you can if a statement includes something which appears to you to be wrong or if a payment was not made in accordance with your instructions, even if the payment was initiated by a Payment Initiation Services provider. We will correct any entry we made by mistake on your Bank Account statement immediately after you tell us about it or we notice it.

### 3. Statements for your Cash Account

- 3.1 We will provide statements showing the individual transactions paid into and out of your Cash Account since the previous statement, together with information about those transactions, including details of any charges made, interest payable or exchange rates used in relation to the transaction. Unless a different frequency is agreed with you, we will provide these statements quarterly. You can also ask us at any time for information about individual transactions or for a monthly statement by contacting your usual contact.
- 3.2 You must tell us as soon as you can if a statement includes something which appears to you to be wrong or if a payment was not made in accordance with your instructions. We will correct any entry we made by mistake on your Cash Account statement immediately after you tell us about it or we notice it.

## Section D – Financial Planning Services

### 1. Financial Planning Services

- 1.1 Alongside our other services, you can appoint us to provide trust, tax and insurance solutions designed to help you understand and manage your financial goals. This may include advice on estate planning. Our Wealth Planner will work with your other Barclays Bank contacts to provide you with such services.
- 1.2 Our Financial Planning Services do not include providing Personal Recommendations on specific investments although we may provide strategic or generic advice to you. The terms in Section B, Part 3 (Our Advisory Services) do not apply.
- 1.3 Financial Planning Services and fees are “one-off” at the point of advice. The ongoing suitability of any product taken out as a consequence of our advice is not monitored by Barclays. We will only carry out regular reviews of your Financial Planning investments where specifically agreed with you in writing.
- 1.4 Should your objectives, tax position or external factors, such as tax legislation change in the future, your strategy may need to be adapted accordingly. It is your responsibility to notify us should you require us to assess the continued suitability of planning advice previously provided to you.
- 1.5 Tax rules may change. The value of the benefits, and the other effects, of any particular tax treatment for an investor will depend on that individual’s circumstances.
- 1.6 The Financial Planning Service does not involve us giving tax or legal advice. It is your responsibility to manage your own tax affairs and you should take your own tax advice to ensure the service is appropriate.

## Section E – Isle of Man, Jersey and Guernsey specific terms

### 1. Introduction

- 1.1 Products and services provided from the Isle of Man, Jersey and Guernsey are not subject to the FCA Rules.
- 1.2 Other than as set out in this Section E, the remainder of the terms in this document shall apply to the provision of the services to you.

### 2. Complaints

- 2.1 Complaints will be handled in accordance with Section A, Part 1, clause 30 (Complaints). If we are unable to resolve the complaint to your satisfaction, you may be able to refer your complaint to a financial ombudsman for independent assessment. A financial ombudsman is a free and independent organisation that specialises in settling disputes between clients and financial firms. If you are eligible, the relevant ombudsman service for the Isle of Man, Jersey and Guernsey is:

Isle of Man	Channel Islands
Financial Services Ombudsman Scheme Government Buildings Lord Street Douglas Isle of Man IM1 1LE  ( <a href="https://www.gov.im/about-the-government/statutory-boards/isle-of-man-office-of-fair-trading/financial-services-ombudsman-scheme/">https://www.gov.im/about-the-government/statutory-boards/isle-of-man-office-of-fair-trading/financial-services-ombudsman-scheme/</a> ) (Tel: +44 (0)1624 686500)	Jersey & Guernsey Channel Islands Financial Ombudsman PO Box 114 Jersey, Channel Islands JE4 9QG  ( <a href="http://www.ci-fo.org">www.ci-fo.org</a> ) (Jersey tel: + 44 (0) 1534 748610) (Guernsey tel: +44 (0) 1481 722218) (International tel: +44 (0) 1534 748610)

- 2.2 Details of those who are eligible to complain can be obtained from the relevant ombudsman or your usual contact at Barclays Bank.
- 2.3 If you cannot resolve your complaint through the above process, you may be able to take court action or seek to resolve it through alternative dispute resolution.

### 3. Deposit and investment protection applicable to the Isle of Man, Jersey and Guernsey

- 3.1 Compensation scheme protection for the Isle of Man, Jersey and Guernsey is available as set out below.

Country	Name of Scheme	Compensation Limits	Further details	Notes
Jersey	Bank Depositors Compensation Scheme	Compensation is available for eligible deposits only and is limited to 100% of the first £50,000. The maximum liability of the scheme is capped at £100,000,000 in any five-year period.	<a href="http://jerseydcs.je">http://jerseydcs.je</a>	None
Guernsey	Banking Deposit Compensation Scheme	The scheme offers protection for “qualifying deposits” and is limited to 100% of the first £50,000, subject to certain limitations. The maximum total amount of compensation is capped at £100,000,000 in any five-year period.	<a href="http://www.dcs.gg">www.dcs.gg</a>	None

Country	Name of Scheme	Compensation Limits	Further details	Notes
Isle of Man	Depositors' Compensation Scheme	<p>Compensation under the Scheme is available for deposits only and is limited to:</p> <p>100% of the first £50,000 of net deposits (i.e. loans may be netted off against any deposits you have with the same deposit taker) per individual depositor; or</p> <p>£20,000 for most other categories of depositor.</p>	<p><a href="https://www.iomfsa.im/consumer-material/isle-of-man-depositors-compensation-scheme-dcs/">https://www.iomfsa.im/consumer-material/isle-of-man-depositors-compensation-scheme-dcs/</a></p>	<p>Barclays Bank PLC is a participant in the Isle of Man Depositors' Compensation Scheme as set out in the Depositors' Compensation Scheme Regulations 2010</p>

3.2 For services or products provided from the Isle of Man, you have the right to request details of any relevant education and professional qualifications, and the experience and track record, of members of the Barclays Group which provide Investment Services to you and any of their employees directly engaged in providing services to you.

#### 4. Right to inspection in the Isle of Man

4.1 For services or products booked in the Isle of Man, you have a right to inspect copies of contract notes, vouchers and Electronic or book entries relating to your transactions. Such records will be maintained for six years from the date of the transaction.

#### 5. Ending the relationship, services or products in the Isle of Man

5.1 Unless the terms of a particular service or product do not permit you to do so, you can end your relationship with us, or any service or product, immediately upon written notice in relation to services provided from the Isle of Man.

#### 6. Cash accounts held in Jersey

6.1 Barclays Bank PLC is regulated by the Jersey Financial Services Commission to conduct deposit-taking business and investment business in Jersey.

6.2 Where investment business services are provided by Barclays Bank PLC and Barclays Bank PLC has not agreed separately that money is held as Client Money (for the purposes of the applicable Jersey client assets regulation), money will be held in an account with Barclays Bank PLC as an Approved Bank and banker, and not as trustee holding Client Money in accordance with Jersey regulation. The relevant provisions on holding Client Money under the Jersey regulation will not apply. In the event of the administration or insolvency of Barclays Bank PLC, you will not be entitled to share in any distribution of Client Money under the applicable Jersey regulation. However, deposits may be covered by the Jersey Bank Depositors Compensation Scheme as described above. Bank Accounts held with either the Isle of Man or Guernsey branches may be covered by the relevant compensation scheme available in those jurisdictions and as set out above.

6.3 Notwithstanding the preceding clause 6.2, where we are under a Regulatory Requirement to hold your money as Client Money in accordance with Jersey regulation, we will segregate your money from the bank's money in accordance with the Regulatory Requirements. In the event of our administration or insolvency you will be entitled to share in the Client Money distribution under the applicable Jersey regulation.

#### 7. Specific Bank Account terms for accounts opened in the Isle of Man, Jersey and Guernsey

7.1 If you hold a Bank Account in Jersey, Guernsey or Isle of Man, your deposits will be held in the relevant jurisdiction. If you close your Bank Account, we will transfer the balance standing to your credit by agreement with you or if no agreement is made, the balance will be repaid in the relevant jurisdiction.

#### 8. Dormant and lost account provisions for Jersey and Isle of Man

8.1 In Jersey, we participate in the Jersey Reclaim Fund established under the Dormant Bank Accounts (Jersey) Law 2017.

8.2 In the Isle of Man, we participate in the Dormant Assets Fund established under the Dormant Assets Act 2019.



[You can get this item in braille, large print or audio by contacting us to advise us of your requirements.](#)

Barclays offers private and overseas banking, credit and investment solutions to its clients through Barclays Bank PLC and its subsidiary companies. Barclays Bank PLC is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register No. 122702) and is a member of the London Stock Exchange and Aquis. Registered in England. Registered No. 1026167. Registered Office: 1 Churchill Place, London E14 5HP. Barclays Bank PLC, Jersey Branch has its principal business address in Jersey at 13 Library Place, St Helier, Jersey and is regulated by the Jersey Financial Services Commission. Barclays Bank PLC, Isle of Man Branch has its principal business address in the Isle of Man at Eagle Court, 25 Circular Road, Douglas, Isle of Man and is licensed by the Isle of Man Financial Services Authority. Barclays Bank PLC, Guernsey Branch has its principal place of business at St Julian's Court, St Julian's Avenue, St Peter Port, Guernsey, and is licensed by the Guernsey Financial Services Commission for Banking, Lending, Credit & Finance and Investment Business.

[A copy of these terms can also be accessed at privatebank.barclays.com/terms, ciiom.barclays.com/terms or international.barclays.com/terms](#)