

# Customer Agreement – Core Terms

## 1 Scope

A Customer Agreement applies to accounts and related services the Bank provides to a business **Customer** in any country selected by the Customer by completing an **Application**.

A **Customer Agreement** consists of:

- the **Application** for each account or service.
- these **Core Terms**.
- additional Country Terms and a Tariff for each country. References in these Core Terms to **relevant Country Terms** or **relevant Tariff** mean the Country Terms or tariff which apply to the country in which the account is held.

Together these form a separate Customer Agreement for each country.

If there is any inconsistency between any Country Terms and these Core Terms, the relevant Country Terms apply.

In each country where the Customer opens an account, the Bank will also provide:

- a Regulatory Information Guide explaining regulatory information and how the Bank treats personal information.
- a Processing Guide setting out payment execution times, cut-off times and other operational information.

## 2 Payments to an account

- 2.1 The Bank is not obliged to accept a payment to an account that, in its opinion, may damage its reputation, or break a law, regulation or sanction.
- 2.2 If the Customer receives a payment in a different currency from that of the account, the Bank may convert the payment to the currency of the account at its relevant currency exchange rate.
- 2.3 The Bank may deduct any applicable charges from a payment before crediting an account. Any sums credited to an overdrawn account may be applied first in reduction of any charges the Customer owes the Bank.
- 2.4 If the Bank credits an amount to an account by mistake, it may reverse the credit.

## 3 Payment Instructions

- 3.1 The Customer must, and must ensure that any person authorised to operate the Customer's account(s) (a **User**):
  - 3.1.1 keep secure and secret any payment devices (including cards), passwords, and security procedures for the operation of an account.
  - 3.1.2 promptly destroy any written details of passwords or procedures the Bank sends to the Customer.
  - 3.1.3 comply with any requirements relating to payments the Bank notifies to the Customer.
- 3.2 The period of notice required to change or cancel a payment instruction (an **Instruction**) is set out in the relevant Country Terms. It may not be possible to change or cancel some Instructions.
- 3.3 The Customer must notify the Bank immediately if the Customer knows or suspects there has been unauthorised use of a payment device or it has been lost or stolen, or a password or procedure is no longer secret or has been misused. The Customer must then provide the Bank with any information it has relating to this which the Bank may share with law enforcement authorities.
- 3.4 The Bank may stop or suspend the operation of an account or payment device without notice:
  - 3.4.1 to protect the security of an account.
  - 3.4.2 if it considers there has been unauthorised or fraudulent access to the account.
- 3.5 The Customer must return any payment device to the Bank on demand.

## 4 Payments from an account

- 4.1 The Bank is not obliged to make a payment from an account that, in its opinion, may damage its reputation, or break a law, regulation or sanction.
  - 4.2 If the Bank receives an Instruction, it will make the payment if:
    - 4.2.1 the Instruction is clear, formatted correctly, contains all required information and is within any relevant financial limits.
    - 4.2.2 the Instruction complies with any security procedures and/or the authority held by the Bank.
    - 4.2.3 the Customer has Sufficient Funds. The Customer has **Sufficient Funds** if the cleared balance or any arranged overdraft or limit is enough to cover the payment. The fact that a balance is shown on a statement or transaction advice does not necessarily mean the funds are cleared. If the Customer does not have Sufficient Funds to cover more than one payment, the Bank may decide which payment(s) to make.
  - 4.3 The Bank may ask the Customer to confirm an Instruction to ensure it is genuine, or if the amount of the Instruction exceeds a limit the Bank has set for security purposes.
  - 4.4 The time of an Instruction is the time the Instruction is received by the Bank rather than the time the Customer sends it. However if:
    - 4.4.1 the Bank receives an Instruction after the relevant cut-off time or on a non-Business Day, the time of receipt will be treated as the next Business Day. Some Instructions may be processed on a non-Business Day. Details are available on request.
    - 4.4.2 the Instruction is for a future dated payment or a SWIFT Instruction that specifies a value date, the time of receipt will be treated as the date of the payment (or if this is not a Business Day, the next Business Day) or the Business Day Barclays has to make the payment to achieve the value date.
    - 4.4.3 if the Bank asks the Customer to confirm an Instruction, the time of receipt will be treated as the time of the confirmation, or if this is after a cut-off time or on a non-Business Day, the next Business Day.
- A **Business Day** is a day in the country where the account is held, on which banks are generally open for business, excluding weekends and local public holidays.
- 4.5 Unless the Customer instructs otherwise, if the Bank receives an Instruction for an international payment, the Bank may convert it to the currency of the receiving account. In this case, or where the Instruction is for a payment in a different currency from that of the paying account, the Bank will apply its relevant currency exchange rate.
  - 4.6 The Customer must not give an Instruction which would cause the Bank to breach a sanction imposed by, or the law of, any country affecting the Bank.

## 5 Unarranged overdrafts

- 5.1 If the Customer does not have Sufficient Funds for a payment, the Bank may treat the Instruction as a request for an **Unarranged Overdraft**. If the Bank allows the Unarranged Overdraft, the Customer:
  - 5.1.1 must repay the overdrawn amount on demand.
  - 5.1.2 will pay interest on the overdrawn amount at the Bank's unarranged borrowing rate. Interest is calculated on a daily basis and applied monthly. The unarranged borrowing rate is set out in the relevant Tariff.

## 6 Electronic Services

- 6.1 The Bank is authorised to act on any Instructions or other messages the Customer sends to it using SWIFT or an electronic banking service agreed with the Bank (each, an **Electronic Service**).
- 6.2 If the Customer holds an account at a bank other than the Bank, the Customer may be able to send Instructions to, or request information from the other bank using an Electronic Service. The Customer will need to agree with the other bank that it will accept Instructions or requests for information from the Bank. The Bank is not liable for the other bank's performance in acting on an Instruction or providing information.
- 6.3 The Bank is authorised to provide information to another Barclays Group member (each, a **Barclays Company**), where requested by the Customer using an electronic service provided by that Barclays Company. **Barclays Group** means the group of which Barclays PLC is the holding company.
- 6.4 Any software, hardware or other devices (**Technology**) the Bank provides to the Customer in connection with an Electronic Service is licensed by the Bank to the Customer to use in connection with the Electronic Service only.
- 6.5 The Customer must:
  - 6.5.1 comply with and keep confidential any instructions, security advice or user guides provided from time to time in connection with an Electronic Service.
  - 6.5.2 ensure any computers or equipment used for an Electronic Service (i) comply with any standards or technical requirements the Bank advises apply, and (ii) operate virus checks and firewall protection.
  - 6.5.3 notify the Bank as soon as possible on becoming aware of any failure, delay, malfunction, virus or error with an Electronic Service.
  - 6.5.4 have contingency arrangements to cover any unavailability of the Electronic Service, or system or operational failures.
  - 6.5.5 uninstall any software, and return any Technology on termination of the relevant Electronic Service or on demand.
- 6.6 The Customer must not:
  - 6.6.1 use an Electronic Service in, or take Technology to, a country where it might break the local law or sanction.
  - 6.6.2 change, use, copy or allow anyone else to use any Technology provided for an Electronic Service without the Bank's consent. As this may also breach any third party's intellectual property rights in the Technology, the Customer will indemnify the Bank against any claims, losses, damages or costs which the Bank incurs as a result of the Customer's failure to comply.
- 6.7 The Bank does not guarantee the availability of any Electronic Service and is not liable if it is unavailable. The Bank may suspend the operation of an Electronic Service and will notify the Customer of any suspension.

## 7 Notices and Communications

- 7.1 The Bank may send a notice to the Customer on paper, using email or an Electronic Service, at the last contact details provided by the Customer or the Customer's registered office.
- 7.2 The Customer may contact the Bank using an Electronic Service or the details provided by the Bank.

## 8 Termination

- 8.1 The Customer may close an account or terminate a service by giving one month's notice to the Bank.
- 8.2 The Bank may close an account or terminate a service by giving one month's notice to the Customer. However, the Bank can do this immediately if the Customer:
  - 8.2.1 has seriously or persistently breached the terms of a Customer Agreement in any country.
  - 8.2.2 has given information which is false or materially misleading to the Bank.
  - 8.2.3 does not meet the criteria for the relevant account or service.
  - 8.2.4 has used, or allowed someone else to use, an account or service for an illegal purpose.
  - 8.2.5 in the Bank's opinion, behaves in a seriously inappropriate manner that makes it reasonable for the Bank to take immediate action.
  - 8.2.6 in the Bank's opinion, puts it in a position, or gives an Instruction, which might materially damage the Bank's reputation, or result in it breaking a law, regulation, or sanction.
  - 8.2.7 takes, or has commenced against it, any step which could lead to the seizure of an asset of the Customer, the enforcement of security granted by the Customer or an insolvency procedure in respect of the Customer.

## 9 Joint and Several Liability

If the Customer is more than one person, then each will be jointly and severally liable for the Customer's obligations to the Bank.

## 10 Transfers

- 10.1 The Bank may transfer any of its rights under a Customer Agreement.
- 10.2 The Customer may not transfer the benefit of a Customer Agreement. The Customer may not transfer or charge any of its accounts without the Bank's consent.

## 11 Waiver and Severance

- 11.1 If the Bank waives any of its rights under a Customer Agreement, it does not mean it will waive that right again in future.
- 11.2 If any term of a Customer Agreement is invalid or unenforceable, that term will be severed from the remaining terms which will continue in full effect.

# Customer Agreement – Country Terms Ireland

## 1 Scope

The Irish Customer Agreement applies to accounts and related services Barclays provides to a business **Customer** in Ireland.

The **Irish Customer Agreement** consists of:

- the **Application** for Irish accounts and related services.
- the **Core Terms**.
- these **Country Terms** and the **Irish Tariff**.

In the Irish Customer Agreement, the **Bank** or **Barclays** means **Barclays Bank Ireland PLC**.

In certain cases, the Country Terms vary the effect of the Core Terms.

Some accounts and services have additional terms which also form part of these Country Terms. These additional terms will be provided on an application for the relevant account or service. If there is any inconsistency between any additional terms and these Country Terms, the additional terms apply.

## 2 Credit Interest

2.1 Where credit interest is payable on an account:

- 2.1.1 it is calculated daily on a 360 day year for accounts in Euro, US Dollars and other currencies and a 365 day year for accounts in Sterling and other currencies. Details are available from Barclays on request.
- 2.1.2 it will be paid on cleared balances after the deduction of tax at the relevant rate (if required). The Customer must provide Barclays with the relevant documentation to receive interest without tax deductions.

## 3 Changes to Exchange and Interest Rates

- 3.1 Unless agreed otherwise, Barclays may change an exchange rate, credit interest rate (whether a specified rate, reference rate or the margin above/below it) or unarranged borrowing rate, at any time. A change to an exchange or credit interest rate will take effect immediately and Barclays will make available details of a change which affects the Customer as soon as practicable after it has been made. A change to the unarranged borrowing rate will take effect immediately on notice to the Customer.
- 3.2 If a credit interest rate is based on a reference rate, then the rate will change immediately upon a change in the reference rate.

## 4 Changing/Cancelling Instructions and Recalled Payments

- 4.1 To change or cancel an Instruction, the Customer must provide the information Barclays requires and give 1 Business Days' notice.
- 4.2 If a payment credited to an account is recalled by another bank, Barclays may reverse the credit.

## 5 Single Euro Payments Area (SEPA) Direct Debits

- 5.1 Barclays is authorised to make SEPA direct debit payments arranged by the Customer. The Customer can only request a refund as set out in the SEPA Direct Debit Scheme as described in the Ireland Processing Guide. Any dispute with a person who collects direct debits (an **Originator**) must be resolved directly by the Customer with the Originator. The duties of Barclays and the Originator's bank under the SEPA Direct Debit Scheme are not affected by the arrangements between the Customer and the Originator.
- 5.2 If the Customer uses a device, or a password or procedure, to authorise an Originator to collect a direct debit payment, the Customer must notify Barclays immediately if the Customer knows or suspects (i) there has been unauthorised use of that device, password or procedure, (ii) the device is lost or stolen, or (iii) a password or procedure is no longer secret.

## 6 Cheques

- 6.1 The Customer must not issue future dated cheques. If one is presented, Barclays may pay it without regard to the date.
- 6.2 Barclays may pay a cheque even if it is presented more than 6 months after the date of its issue.
- 6.3 The Customer will indemnify Barclays against any claims, losses, damages or costs which Barclays incurs if the Customer pays in and Barclays collects for the Customer's account, a cheque that is not payable to the Customer.
- 6.4 To stop a cheque, the Customer must provide the information Barclays requires at least 1 Business Day before the cheque is presented.
- 6.5 Barclays may charge for collecting or negotiating a foreign currency cheque or one drawn on a non-Irish bank.

## 7 Information about payments

- 7.1 Barclays can make available information about payments through electronic or paper statements.
- 7.2 Unless agreed otherwise, Barclays will provide the details of individual payments on a Euro current account (including the payment amount, a reference for the payment, and details of any charges and/or exchange rates) using monthly statements.

## 8 Charges

- 8.1 The Customer will pay Barclays' charges for using an account and related services and any applicable VAT. The charges for the most common services are set out in the Irish Tariff and are exclusive of VAT.
- 8.2 All payments to Barclays must be made without set off and without a deduction for any tax, duty or other charge, unless a deduction is legally required. If a deduction is legally required, the Customer will increase the payment so that Barclays receives the amount due to it before the deduction.
- 8.3 If the Customer breaches the Irish Customer Agreement, the Customer will pay any costs Barclays incurs in tracing the Customer, communicating with the Customer in relation to the breach and enforcing the Irish Customer Agreement.
- 8.4 Barclays may deduct charges from an account, even if this causes an Unarranged Overdraft.
- 8.5 If the Customer gives Barclays an Instruction that would create an Unarranged Overdraft, the Customer will pay the relevant charge set out in the Irish Tariff for making or refusing the payment.
- 8.6 Barclays may vary existing charges and introduce new charges by giving notice to the Customer.

## 9 Set Off

- 9.1 Barclays may, at any time and without notice, set off any of the Customer obligations (whether joint, several, future or contingent) to Barclays or any other member of the Barclays Group against any liability of Barclays to the Customer in any country.
- 9.2 Where necessary to make the set off, Barclays may convert the Customer's obligations to the currency of Barclays' liability to the Customer, at Barclays' relevant currency exchange rate.
- 9.3 Barclays may not set off the credit balance on an account where (i) the Customer holds that balance on behalf of another person and has informed Barclays of that, and (ii) Barclays has acknowledged this in writing or the account is designated as a 'client' or 'trust' account.

## 10 Changes to Country Terms

Barclays may change these Country Terms by giving 2 months' notice to the Customer.

## 11 Liability

- 11.1 Barclays is not liable to the Customer for any payment from, or access to, an account if the Customer or a User:
  - 11.1.1 has not provided correct details of a payee's account number and sort code, even if the correct account name has been provided.
  - 11.1.2 has acted fraudulently.
  - 11.1.3 in breach of the Irish Customer Agreement, or alternatively negligently, fails to keep a payment device secure, or a password or security procedure secret.
  - 11.1.4 fails to keep a cheque secure, advise Barclays of losing a cheque or complete a cheque so that it is not easy to alter.
- 11.2 Where Barclays is liable to the Customer for an unauthorised or incorrectly executed payment, Barclays will refund the Customer. However, Barclays will not be liable to make any refund, whether the payment instruction was received by cheque, another paper instruction or electronically, unless the Customer notifies Barclays of its claim (i) without undue delay, and (ii) in any event within 13 months of the payment date.
- 11.3 Barclays' records of an Instruction, its authorisation and execution will, in the absence of an obvious error, be conclusive.
- 11.4 Barclays' liability for an unauthorised or incorrectly executed payment is limited to the amount of the payment, and any charges or interest the Customer has paid or any interest the Customer would have earned.
- 11.5 If the Customer wishes to make a claim under the Irish Customer Agreement for a reason other than an unauthorised or incorrectly executed payment, the Customer must notify Barclays within 6 months of the event.
- 11.6 Barclays is not liable for:
  - 11.6.1 any loss arising from unsecured electronic communications being intercepted, corrupted or not being received.
  - 11.6.2 any indirect loss, or loss of business, goodwill, opportunity or profit.
  - 11.6.3 any loss arising from a cause beyond its reasonable control.

## 12 Treasury Transactions

- 12.1 The Customer authorises Barclays to act on any instructions it gives relating to Treasury Transactions. A **Treasury Transaction** is a transaction entered into in connection with the protection against, or benefit from, a fluctuation in any rate or price including, but not limited to, foreign exchange contracts and interest rate swaps.
- 12.2 The Customer may instruct Barclays to enter into Treasury Transactions by telephone. Each instruction is binding on the Customer as soon as it has been given by telephone, even if Barclays asks for written confirmation.
- 12.3 If Barclays agrees, the Customer may also instruct Barclays to enter into Treasury Transactions in writing or using electronic communications. These instructions are effective at the time the instruction is received by Barclays (rather than the time the Customer gives the instruction).
- 12.4 Barclays will not normally act on a Treasury Transaction instruction received on a non-Business Day, or after the relevant cut-off time on a Business Day, until the next Business Day. However, Barclays may act on an instruction as soon as it has been received.
- 12.5 Barclays will not act on a Treasury Transaction instruction if, in its opinion, doing so may damage Barclays' reputation, or break a law, regulation or sanction.
- 12.6 Barclays is not liable to the Customer:
  - 12.6.1 if it acts on a Treasury Transaction instruction that is inaccurate or incomplete, or if the individual who gave the instruction did not have the relevant authority but was held out as having authority to give a Treasury Transaction instruction.
  - 12.6.2 if, in Barclays' opinion, there is a delay or a change in market conditions between the time the Treasury Transaction instruction is received by Barclays and the time the instruction is carried out.
  - 12.6.3 for any loss or expense the Customer incurs from entering into the Treasury Transaction.
- 12.7 The Irish Customer Agreement does not apply to any Treasury Transaction where Barclays is acting as agent for another member of Barclays Group, in which case, separate terms will apply.

## 13 Foreign Exchange Contracts

- 13.1 Where the Customer has entered into a 1992 or a 2002 version of the ISDA Master Agreement (an **ISDA Master Agreement**) with Barclays Bank PLC, the relevant terms of the ISDA Master Agreement apply. Where the Customer has not entered into an ISDA Master Agreement, the Irish Customer Agreement applies to any contract the Customer enters into with Barclays for the sale and/or purchase of foreign currencies (an **FX Contract**).
- 13.2 Barclays may refuse to enter into an FX Contract with the Customer, or act on an instruction the Customer gives relating to an FX Contract, at its absolute discretion and without giving a reason.
- 13.3 In accordance with the terms of each FX Contract, the Customer will, through whatever payment method that is agreed with Barclays:
  - 13.3.1 deliver all currency sold to Barclays before the due date specified in the FX Contract.
  - 13.3.2 make all payments to Barclays relating to the purchase of currency and take delivery of the currency. If Barclays does not receive delivery instructions by the relevant time, Barclays may hold the currency (in its own or its affiliate's or agent's name) on behalf of the Customer with a third party outside of the UK. Where this happens, the Customer will bear the risk of the currency being held in this manner.
  - 13.3.3 settle an FX Contract with a fixed maturity date on that date. If the Customer requests, Barclays may (but is not obliged to) settle an FX Contract before its fixed maturity date. If Barclays agrees to the request, it may adjust the exchange rate of the FX Contract.
  - 13.3.4 settle any portion of an FX Contract within the agreed timeframe that has not previously been settled by a partial settlement.
- 13.4 If the Customer fails to perform any of its obligations under an FX Contract, it will indemnify Barclays for any loss or expense that Barclays incurs.
- 13.5 The Customer must provide Barclays with collateral by way of cash or securities for any of its liabilities under an FX Contract in a form and substance that is satisfactory to Barclays and within the time period required by Barclays.
- 13.6 If Barclays makes a payment under an FX Contract on behalf of the Customer, Barclays may apply interest at rates notified to the Customer from time to time. Barclays can choose whether or not to apply this interest on a compounded basis.
- 13.7 Barclays may debit any of the Customer's accounts held with a member of the Barclays Group to recover (i) any amounts outstanding whether by way of collateral or otherwise under an FX Contract and/or (ii) any loss or expense Barclays incurs under an FX Contract.
- 13.8 The Customer confirms to Barclays on each occasion it enters into, or varies, an FX Contract:
  - 13.8.1 it has the power, capacity and authority to do so, and to perform its obligations under the contract.
  - 13.8.2 it is only entering into, or varying, the contract for commercial purposes.
  - 13.8.3 Barclays is not acting as a fiduciary or adviser to the Customer in relation to the contract.
  - 13.8.4 it has conducted its own independent investigation into the risks and benefits involved in entering into FX Contracts and understands and accepts these risks and benefits.
  - 13.8.5 it has not relied on any communication from Barclays in relation to the contract as investment advice, an explanation of terms of the contract, or a recommendation to enter into, or vary, the FX Contract.
- 13.9 Barclays is not liable to the Customer for any exchange rate risk that arises under an FX Contract.
- 13.10 In the event of a dispute, Barclays' records of an FX Contract will be conclusive.
- 13.11 Any amounts that the Customer owes Barclays, whether by way of collateral or otherwise, under an FX Contract are repayable on demand. If the Customer fails to repay an amount on demand, Barclays may without notice terminate and close-out all or any outstanding FX Contracts.
- 13.12 The Customer must promptly provide Barclays with any information that it requests about the Customer's financial position and/or an FX Contract.
- 13.13 Barclays will issue a confirmation for each FX Contract to the Customer. The Customer must notify Barclays within 10 Business Days if it disagrees with its contents. If Barclays fails to issue a confirmation, this will not affect the validity or enforceability of the FX Contract.

## 14 Termination

- 14.1 Barclays may close an account or terminate a service by giving 2 months' notice to the Customer. This varies Clause 8.2 of the Core Terms.
- 14.2 Where the Customer does not meet the criteria for the an account or service, Barclays will only close or terminate the relevant account or service by giving 2 months' notice. Clause 8.2.3 of the Core Terms does not apply.

## 15 Notices and Communications

- 15.1 Barclays may send notices to the Customer, as set out in the Core Terms. A notice from Barclays will be effective:
  - 15.1.1 at the time of personal delivery.
  - 15.1.2 at the time of sending, if sent by an Electronic Service.
  - 15.1.3 at the time of sending, if sent by fax or email before 6.00 pm on a Business Day (otherwise on the next Business Day).
  - 15.1.4 on the 2nd Business Day after posting.
- 15.2 The Customer may only contact Barclays by fax or email if Barclays agrees to this. Fax and emails from the Customer are only effective when Barclays acknowledges receipt.

## 16 Governing Law and Jurisdiction

The Irish Customer Agreement, and any non contractual obligations arising from it, are governed by Irish law. The Irish courts have exclusive jurisdiction. In addition, Barclays may enforce any judgement or take proceedings against the Customer in the courts of any other jurisdiction, whether the proceedings run concurrently or not.

# Regulatory Information Guide Ireland

This Guide sets out important regulatory information about Barclays Bank Ireland PLC. It covers:

- Who we are
- Complaints about our service
- Financial Services Ombudsman
- Communications with us
- How we treat your information
- Details of the Irish Customer Agreement

## 1 Registration details

Barclays Bank Ireland PLC is regulated by the Central Bank of Ireland. Our registered office is at Two Park Place, Hatch Street, Dublin 2. We are registered at the Companies Registration Office, Dublin under registration number 369330. Our VAT number is IE4524196D. Barclays Bank Ireland PLC is part of the Barclays Group.

Barclays Bank Ireland is regulated as a credit institution and is subject to the Central Bank of Ireland's Consumer Protection Code and the Code of Conduct for Business Lending to Small and Medium Enterprises where those codes are applicable.

Barclays is a trading name of Barclays Bank PLC and its subsidiaries, including Barclays Bank Ireland PLC.

## 2 Complaints about our service

We are committed to providing a high standard of service. However, if you have reason to complain you may do so in person, in writing by post or e-mail, or by telephone. Details of our complaints handling procedures are available on request from your usual Barclays contact.

## 3 Financial Services Ombudsman

If we are unable to resolve your complaint in a timely or satisfactory manner, and you are an eligible complainant with an account in Ireland, you may be able to refer your complaint to the Financial Services Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2 (Lo Call: 1890 88 20 90 or Tel: +353 1 6620899). The Financial Services Ombudsman is an organisation set up by law to give consumers a free and independent service for resolving disputes with financial firms. Details of those who are eligible complainants can be obtained from the Financial Services Ombudsman or from your usual Barclays contact. Where you do not come within the jurisdiction of the Financial Services Ombudsman, for example, if you are a limited company with a turnover of more than €3 million, you may take your complaint to the Central Bank of Ireland, PO Box 559, Dame Street, Dublin 2.

## 4 Communications with us

Calls may be monitored and/or recorded, and electronic communications may be stored.

## 5 Using information about you

- 5.1 In order to provide you with products and services and for regulatory purposes we may need to collect, use, share and store personal and financial information about you, your business and certain other people. This includes information we:
- 5.1.1 obtain from you or third parties, such as public registers, credit reference agencies and fraud prevention agencies, or other information which you give us when you apply for an account, product or service or at any other time.
  - 5.1.2 learn from the transactions you make such as the date, amount, currency and the name and type of supplier you use and the way you use and manage any account or joint account you hold with us.
- 5.2 When you apply for a business account or business banking services with us we may:
- 5.2.1 check our own records and systems. We check for information about:
    - any other accounts belonging to you.
    - your business partners, company directors, officers and shareholders who beneficially own your business, to the extent we are required to do so pursuant to law or regulation, or where we have legitimate business reasons for checking this information.



- 5.2.2 request searches at credit reference agencies and/or fraud prevention agencies. We will ask for searches for information about you, your address(es), your business partners, company directors, officers and shareholders who beneficially own your business, to the extent we are required to do so pursuant to law or regulation, or where we have legitimate business reasons for checking this information.
- 5.3 Your business partners, company directors, officers and shareholders need to be informed that these checks may be carried out in relation to them, and that we will retain and process personal and financial information in relation to them. You undertake to notify the relevant individuals of the fact that we may collect and process their personal and financial information in the manner and for the purposes described in this section 5.
- 5.4 If false or inaccurate information is provided or fraud is suspected or identified, we will record this. We may also pass this information to fraud prevention agencies and other organisations involved in crime and fraud prevention where it may be accessed by law enforcement agencies. The information recorded by fraud prevention agencies may be accessed and used by organisations in Ireland and in other countries. You explicitly agree to our retaining, processing and disclosing this information in relation to you, and you acknowledge that there may be circumstances in which we are legally obliged to do so even where we do not have your explicit consent.
- 5.5 During the application process or in the future, we may use the information we obtain from you, public sources, credit reference agencies and/or fraud prevention agencies for:
- 5.5.1 making credit assessments about an application.
- 5.5.2 checking details on applications for credit and credit-related or other facilities.
- 5.5.3 giving you statements for your account and providing services to you.
- 5.5.4 statistical analysis and testing to assess the suitability of existing and future products and services and to develop and improve our services to you and other customers.
- 5.5.5 carrying out regulatory checks or other work to meet our obligations to any regulatory authority and as otherwise necessary to meet our legal obligations.
- 5.6 We may also use your information for the additional purposes listed below either during your application process or in the future. Other organisations may use your information for these purposes too where they have received it from credit reference agencies and/or fraud prevention agencies.
- 5.6.1 making decisions about credit and credit-related services for you, your business, your business partners, company directors, officers and shareholders who beneficially own your business.
- 5.6.2 verifying your identity and the identities of your business partners, company directors, officers and shareholders who beneficially own your business (including if any of you apply for other facilities).
- 5.6.3 for the prevention and detection of money laundering, fraud, financing of terrorism and other crimes, for example, by checking details on applications for credit and credit-related or other facilities and managing and checking the operation of credit and credit-related accounts.
- 5.6.4 locating you and recovering any debts you owe.
- 5.6.5 performing statistical analysis and systems tests. We may use automated processes when we use your information for any of the purposes listed in sections 5.5 and 5.6.
- 5.7 We may give information about you and how you manage your account(s) to the following persons for the purposes described in this section 5:
- 5.7.1 to people who provide a service to us or who are acting as our agents, on the understanding that they will keep the information confidential.
- 5.7.2 to anyone to whom we transfer or assign or may transfer or assign our rights and duties under the Irish Customer Agreement or any contract concluded pursuant to the Irish Customer Agreement (including any FX Contracts).
- 5.7.3 to any third party as a result of any restructure, sale or acquisition of any company within the Barclays Group, provided that any recipient uses your information for the same purposes as it was originally supplied to us and/or used by us.
- 5.7.4 to credit reference agencies and fraud prevention agencies with whom we do searches, who will record the information we provide and make it available to others carrying out searches against you.
- 5.7.5 if we have a duty to do so or if the law allows us to.
- 5.7.6 for international payments where we are required to send details of the payee and the beneficiary with the payment, to overseas regulators and authorities in connection with their legitimate duties, for example the prevention of crime. Otherwise we will keep information about you, your business, your business partners, your financial associates and your account(s) confidential.
- 5.8 If we transfer your information to a person, office, branch or organisation located in another country which is acting as our agent or sub-contractor, we will make sure that they agree to act strictly in accordance with our instructions and apply the same levels of protection as we are required to provide for your information and the use of your information.
- 5.9 We may use your data to offer your business other products or services, but only where you allow us to do so.
- 5.10 We will retain information about you after the closure of your account for as long as permitted for legal, regulatory, fraud prevention and legitimate business purposes.
- 5.11 If you have borrowed from us and do not repay an amount that you owe us, we will use the information we hold about you to help us locate you and recover payment.
- 5.12 The information we gather about you may also be used for other purposes where you have given specific permission or when required by law or permitted in accordance with the Data Protection Acts 1988 and 2003.

## 6 Details of the Irish Customer Agreement

The Irish Customer Agreement and any communications between us will be in English. You may request a copy of this Guide, the Irish Customer Agreement and the Processing Guide from us at any time.

# Processing Guide Ireland

The information in this Guide is correct at the time it is provided to you, but may be subject to change from time to time. You can ask your Relationship Team for the latest copy of this Guide at any time.

## 1 Incoming Transactions

### Cash

It is not possible to pay in cash at the office of Barclays Bank Ireland PLC (**Barclays**). Barclays offers cash handling services in Ireland through arrangements with Allied Irish Banks, p.l.c. (**AIB**) and certain cash-in-transit companies.

It is possible to pay in cash over the counter at an AIB branch. The cut-off time for paying in cash over the counter depends on the specific AIB branch opening hours (typically the cut-off time is 4.00 p.m. GMT/BST on a Business Day).

If cash is paid in over the counter at an AIB branch, it is credited to the relevant Barclays account two Business Days after having been paid over at an AIB branch. If cash is paid in using a cash-in-transit company, it is credited to an account when the cash is received by Barclays.

### Cheques

Cheques payable in Euro and drawn on an Irish bank can be returned unpaid up to 6 Business Days after being received by Barclays. Funds are available for withdrawal 2 Business Days after the cheque has been received.

Information on the times for processing cheques that are not payable in Euro and/or not drawn on an Irish bank is available upon request.

### SEPA Direct Debit

#### Overview

SEPA Direct Debit is a means of originating direct debits/making a direct debit payment in euro across the Single Euro Payments Area (**SEPA**). SEPA currently includes all the EEA Countries together with San Marino, Switzerland and Monaco.

There are two SEPA Direct Debit schemes: (i) SEPA Core Direct Debit (**Core**), and (ii) SEPA B2B Direct Debit (**B2B**). The Core scheme can be used to originate payments from both consumers and business customer accounts. The B2B scheme can only be used to originate payments from business customer accounts.

The European Payments Council has published separate rulebooks governing both schemes. Where Barclays allows the Customer to make payments under a particular scheme, Barclays must comply with the latest version of the rulebook for that scheme.

Barclays also participates in the SEPA Business Service which is a method of collecting direct debits from business customer accounts in accordance with the Core scheme, although the Customer does not have the right to request a refund for an authorized transaction which has been collected under the SEPA Business Service.

#### Customer rights

The Customer may request that Barclays prohibits any payments leaving its accounts by SEPA Direct Debit (either generally or to a specific recipient) and may also limit payments by amount and frequency.

Unless agreed otherwise or a direct debit payment is made under the SEPA Business Service, where the Customer makes a payment by SEPA Direct Debit under the Core scheme, the Customer may request a refund for the payment within 8 weeks of the date on which the payment was debited from the Customer's account. This right is in addition to the Customer's right to claim a refund for any unauthorised payment within 13 months of the payment, as set out in Clause 11.2 of the Ireland Country Terms.

The Customer may request that Barclays obtains all relevant information, including any Instruction, in relation to a SEPA Direct Debit. Barclays will provide such information to the Customer without undue delay.

Incoming Transactions (Customer Account Credited)					
Service Type	Cut-off times (GMT/BST)		Processing cycles		
	Fully structured for Straight Through Processing	Repair or Manual intervention	Barclays receipt or execution date	Value date applied on Barclays customer account	Remitter Bank execution date
Wire transfer receipts to currency accounts with no FX conversion					
AED	16:00		D	D	D-2
AUD	14:30		D	D	D-1
CAD	14:30		D	D	D
CHF	16:00		D	D	D-1
CZK	15:00		D	D	D-1
DKK	16:00		D	D	D-1
EUR	15:30		D	D	D
GBP	15:30		D	D	D
HKD	10:00		D	D	D-1
JPY	15:00		D	D	D-1
NOK	16:00		D	D	D-1
NZD	14:30		D	D	D-1
PLN	16:00		D	D	D-1
SEK	16:00		D	D	D-1
SGD	10:00		D	D	D-1
THB	10:00		D	D	D-1
USD	16:00		D	D	D
ZAR	16:00		D	D	D-1

Cheques and Electronic Bulk File Clearing				
Service Type	Currency	Cut-Off Time for receipt (GMT/BST)	Barclays receipt or execution date	Value date applied
Cheques Electronic Bulk File Clearing				
Cheque Lodgements	EUR drawn on Irish Bank	14:30	D	D+2
	EUR drawn on non-Irish Bank	14:30	D	D+5
	GBP	14:30	D	D+3
	All other currencies	14:30	D	D+5
Electronic Bulk File Clearing				
Electronic File Transfer – SEPA (Bulk) Payments	EUR	17:00	D	D+1
Electronic File Transfer – SEPA Direct Debits (First)	EUR	12:00	D	D+6
Electronic File Transfer – SEPA Direct debits (Recurring)	EUR	12:00	D	D+3

## 2 Outgoing Transactions

Outgoing Transactions (Customer Account Debited)					
Service type	Cut-off times (GMT/BST)		Processing cycles		
	Electronic initiation	Manual initiation (Fax)	Barclays Receipt or Execution Date	Value date applied on Barclays customer account	Due date at Counterparty Bank
Euro transactions					
Cross-Border (Euro)	15:00	13:30	D	D	D
Cross-Border (Non-Euro)	15:00	13:30	D	D	D
SEPA (Single) credit transfer	15:00	13:30	D	D	D+1
Wire transfer payments from currency accounts with no FX conversion					
AED	15:00	14:30	D	D	D+2
AUD	14:00	13:30	D	D	D+1
CAD	15:00	14:30	D	D	D
CHF	15:00	14:30	D	D	D+1
CZK	15:00	14:30	D	D	D+1
DKK	15:00	14:30	D	D	D+1
GBP	15:00	14:30	D	D	D
HKD	09:30	09:30	D	D	D+1
JPY	15:00	14:30	D	D	D+1
NOK	15:00	14:30	D	D	D+1
NZD	14:00	13:30	D	D	D+1
PLN	15:00	14:30	D	D	D+1
SEK	15:00	14:30	D	D	D+1
SGD	09:30	09:30	D	D	D+1
THB	09:30	09:30	D	D	D+1
USD	15:00	14:30	D	D	D
ZAR	15:00	14:30	D	D	D+1

### Payment Processing Times

The maximum execution time for payments in Euro or Sterling to a beneficiary in an EEA Country is 1 Business Day if the instruction has been given electronically or 2 Business Days if the instruction was given on paper (excluding cheques).

The maximum execution time for a payment in the currency of any other EEA Country to a bank in an EEA Country is 4 Business Days.

## 3 Interest

If interest is payable on an account, the time from which interest becomes payable on funds credited to an account depends on how the funds were received.

Type of payment to an account	Interest payable
Electronic payments in Euro or Sterling.	The same Business Day.
Cash payments in Euro or Sterling.	Once the cash is credited to the account.
Euro cheques paid in at an Irish branch of Barclays.	2 Business Days after a cheque is paid in.
Cheques in other currencies or drawn on a non-Irish bank.	The Business Day that Barclays receives or credits the amount of the cheque.

## 4 Glossary

A **Business Day** is a day in Ireland on which banks are generally open for business, excluding weekends and local public holidays.

A **Cut-Off Time** is the time by which Barclays must receive a payment instruction or a payment into an account if it is to be processed that day.

**D** means the day on which Barclays receives a funds transfer or a payment instruction, or if this is after a Cut-Off time or on a non-Business Day, the next Business Day. **D-x** means x Business Days before D. **D+x** means x Business Days after D.

**Due Date at Counterparty Bank** means the date on which the beneficiary bank will receive funds if the payment is in the currency of an EEA Country to a bank in an EEA Country. For any other transaction it means the date that Barclays will aim to give value to the beneficiary bank or the relevant correspondent bank.

An **EEA Country** is a country in the European Economic Area. This incorporates all European Union member states, as well as Iceland, Liechtenstein and Norway.