



UK Terms & Conditions

Business Banking

This pamphlet sets out the general terms and conditions that apply to our banking relationship. These terms and conditions apply to our bank accounts and other related services so please read them carefully and keep them for future reference.

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## Part One – Introduction to this Agreement

The Business Banking Terms and Conditions are a contract between you and us, which:

- apply to all business accounts (whether current, savings or fixed term) with us in the UK;
- explain our obligations to you and your obligations to us;
- apply to all our business services provided to you in the UK;

### 1. **Interpretation and defined terms.** In these terms and conditions the following words and phrases shall have the meanings set out below.

- 1.1 "**Agreement**" means the General Terms and Conditions, together with any additional terms and conditions (see clause 3) as may be relevant.
- 1.2 "**Authorised Person**" means any person authorised by you to operate the account in accordance with clause 2.10.
- 1.3 "**Force Majeure**" means any circumstances or events beyond the reasonable control of the Bank. For instance, acts of God, epidemics or pandemics, terrorist attack, civil commotion or riots, or interruption or failure of a utility service.
- 1.4 "**General Terms and Conditions**" means these İşbank UK Branches Business Banking Terms and Conditions.
- 1.5 "**Internet Banking Customer Guides**" means all customer guides, manuals or similar documents (whether in hard copy or in electronic form including any on-line help screens provided via the Bank's websites from time to time) issued by us to you at any time in any format for use with Internet Banking Services.
- 1.6 "**Internet Banking Services**" means any information service provided by use of Internet Banking that we provide to you from time to time and which provides internet access to intra-day and historic information relating to bank account and transactional information.
- 1.7 "**Internet Banking**" refers to the Türkiye İş Bankası A.Ş UK Branches computer-controlled on-line account management system.
- 1.8 "**Managed Rate**" means an interest rate set by us that does not follow a Reference Interest Rate.
- 1.9 "**Mandate**" means the form whereby you specify which of your Authorised Persons have authority to perform various actions in respect of your accounts with us.
- 1.10 "**Reference Exchange Rate**" means a publicly available rate used to convert one currency into another. The rate may be set by us or a third party.
- 1.11 "**Reference Interest Rate**" means a publicly available interest rate which is not set by us, for example the London Interbank Offered Rate (LIBOR) or the Bank of England base rate.
- 1.12 "**Restricted Savings Account**", see clause 15.4a) for the definition.
- 1.13 "**Security Details**" means a security procedure or an identification process we ask you to use in order to protect your account from abuse and that enable us to confirm the identity of those

with whom we are dealing, for example using a Personal Identification Number (PIN) with your card or our telephone identification procedure.

- 1.14 **"Tracker Account"** means an account where the applicable rate of interest 'tracks' a Reference Interest Rate.
- 1.15 **"We, us, our, the Branch"** means İşbank London Branch (which expressions shall include any other Türkiye İş Bankası A.Ş branches in the United Kingdom).
- 1.16 **"Working Day"** means Monday to Friday (excluding bank holidays in England and Wales).
- 1.17 **"You"** or the **"company"** means the account holder(s) set out in the separate account operating instructions you provide us from time to time covering the account and (if applicable) any other of your accounts with us.
- 1.18 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders and the singular shall include the plural and vice versa;
- 1.19 References to clauses or terms are to the numbered clauses set out in these General Terms and Conditions (unless the context clearly indicates to the contrary).

## **2. The services the General Terms and Conditions cover**

- 2.1 The General Terms and Conditions set out the general terms and conditions for our business bank accounts and related banking services for our corporate and legal entity customers and are in addition to any other conditions, which are implied in the contract between us and by law.
- 2.2 Our accounts and services may also have additional terms and conditions (for further details see clause 3 below). If, in the future, we decide to offer other services we will make it clear if these General Terms and Conditions apply to them when the services are introduced.

### **2.2.1 Bank accounts**

- a) Our suit of accounts includes, current accounts, Savings Accounts (see clause 10), and Fixed Term Deposit Accounts (see clause 11).
- b) Money can be paid into a current account in cash, by cheque or by a direct transfer from another account. You are able to take money out of a current account in cash, by card, cheque, by transfer to another account, standing order or direct debit.
- c) We may approve a planned overdraft on your current account and will consider requests for an unplanned overdraft or any subsequent increase in an unplanned overdraft. We will inform you of our decision to approve a planned overdraft, an unplanned overdraft or a subsequent increase in an unplanned overdraft and it is within our sole discretion to give such an approval. We believe that our granting an unplanned overdraft facility is an important part of our service which should prevent our customers facing some unforeseen inconvenience.
- d) You may wish to open one of our savings accounts. However, not all the ways of accessing your money in a current account can be used to take money out of a savings account. For example, you are not able to set up standing orders or direct debits on a savings account.

### 2.2.2 Cards

- a) The Debit Card is covered by these General Terms and Conditions. For the avoidance of doubt, this card does not give you additional rights to borrow money.
- b) Provided that the cleared balance on your account (plus any unused arranged overdraft facility) is sufficient, you may use your card along with your PIN to obtain cash from any cash machine which we advise will accept your card. Withdrawals may be made up to the daily cash withdrawal limit.
- c) We will advise you of the daily cash withdrawal limit (this may include the value of other transactions carried out at cash machines, details of which will be advised to you from time to time) and we may adjust the limit from time to time. This limit applies to both domestic and international withdrawals.
- d) You can use your card to make purchases from retailers or suppliers of services if the front of your card displays the MasterCard Debit logo and the retailer or supplier of services displays either the MasterCard or the MasterCard Debit logo. If a retailer or supplier of services accepts payment by our card, the use of your card will have the effect of guaranteeing the payment and we will be obliged to pay the sum due to the retailer or supplier.
- e) If you have a Debit Card and have instructed us to close your account, you will only be able to use your card at a retailer or supplier of services where they can authorise the transaction with us at the time of the transaction being made. If this is not possible, the transaction will be declined. A retailer or supplier of services may also ask us for authorisation in line with clause 2.2.3 below.
- f) If your card displays the MasterCard Debit logo, you may use it to obtain funds over the counter at any bank displaying the MasterCard logo.
- g) If by using your Debit Card you (or any additional cardholder(s)) instruct us to debit your account where there are insufficient funds available to cover the debit, or the requested debit would cause an arranged overdraft limit to be exceeded, we may (but will not be obliged to) treat your instructions as an informal request for an unarranged overdraft and the provisions set out in General Condition 13 will apply.
- h) Transactions carried out using your card will normally be applied to your account on the day the transaction is carried out or on the next business day.
- i) On each business day, any available funds on your account will be used to pay any transaction notified to us since the previous business day before they will be used to pay any other debit to your account.
- j) When there is a transaction in a foreign currency on your account, the amount will be converted into sterling. The exchange rate will be that which is determined by MasterCard, (the Payment Scheme Exchange Rate), or any other payment scheme which we notify to you, on the date the card transaction is processed. Exchange rates may fluctuate, and the exchange rate used for conversion may differ from the exchange rate prevailing when the card transaction is made.
- k) You must pay all amounts charged to your account by your card (even when the details on the sales voucher are wrong or where no sales voucher is signed) if it is clear that you or any additional cardholder has authorised the transaction.

- l) When we receive an acceptable refund voucher we will pay the amount of the refund to your account.
- m) You must not use your card:
  - i. before or after the period for which your card is valid; or
  - ii. after we have notified you that we have suspended, withdrawn or restricted the use of your card under paragraph n) below; or
  - iii. after we have demanded that you return your card to us, or we (or someone acting for us) have kept your card, under paragraph q) below; or
  - iv. if we receive notice of the loss, theft or possible misuse of your card under paragraph r); or
  - v. if your right to use your card is ended under clause 2.2.5.
- n) We may suspend, withdraw or restrict the use of your card for any of the following reasons: (See 5.9)
  - i. we have reasonable grounds to suspect that your card details have not been kept safe; or
  - ii. we have reasonable grounds to suspect unauthorised or fraudulent use of your card; or
  - iii. as a result of a change in the way you operate your account or in your financial circumstances, we have reasonable grounds to believe that you may have difficulty in meeting your commitments; or
  - iv. you have broken any term of the contract between you and us; or
  - v. we have sent you a replacement card; or
  - vi. we consider it appropriate for you or your protection.
- o) Unless we are unable to contact you or there is a legal reason or other circumstances beyond our control preventing us from doing so, we will notify you personally before taking this action and provide our reasons for doing so. If we are unable to contact you beforehand, we will notify you and give our reasons afterwards.
- p) When we issue you with a replacement card, we may issue it under a different card scheme from the one which applies to your previous card. We will only do this if we reasonably believe that the facilities offered by a card issued under the new scheme will, on balance, be as good as, or better than, those offered by your previous card.
- q) Your card remains our property. At any time when paragraph n) above allows us to suspend, withdraw or restrict the use of your Card, we may instead give you personal notice demanding that you return your card to us. If we do this, then:
  - i. you must return your card to us immediately, cut once through the magnetic strip and once through the chip; and
  - ii. we, or anyone acting for us, may keep your card if you try to use it.

- r) Once we receive notice of the loss, theft or possible misuse of your card, we will cancel your card. If your card is then found, you must not use it. You must destroy it by cutting through the magnetic strip and through the chip. (see 5.8).
- s) We will not be liable if any party refuses to let you pay or withdraw cash using your card.
- t) By inserting your card in the card reader device provided and keying in your PIN, you may use your card and PIN to authenticate transactions for which you have given instructions in a bank branch or at a retail outlet.

### **2.2.3 Authorisation**

- a) A retailer or supplier of services may ask us for authorisation before accepting payment by your card. We may decide not to give authorisation if:
  - i. your card has been reported as lost or stolen, or we have reason to suspect it is lost or stolen; or
  - ii. you or any additional cardholder have broken these Conditions; or
  - iii. taking account of all other transactions we have authorised, including those not yet charged to your account, there are insufficient funds available in your account.
- b) Once you have carried out a transaction using your card you cannot ask us to stop that transaction. However, we will cancel a transaction that has been authorised but not paid if we receive satisfactory evidence of the transaction being cancelled.

### **2.2.4 Passing information to third parties**

- a) You authorise us to give any appropriate third party any relevant information:
  - i. in connection with the loss, theft or possible misuse of your card or PIN; or
  - ii. in order for us to meet our obligations as a member of the MasterCard Debit card scheme.

### **2.2.5 Ending the use of your card**

- a) If your account is closed then you will not be entitled to use your card. In addition you will not be entitled to use your card if you receive an instruction from us not to make any further withdrawals on your account.
- b) You may end your use of your card (and the use of your card by any additional cardholder(s)) at any time by telling us in writing and returning your card(s) to us immediately (cut once through the magnetic strip and once through the chip).
- c) If your use of the card (or the use of the card by any additional cardholder(s)) is ended, you remain responsible for all transactions carried out with the card(s).

### **2.2.6 Fax and internet banking**

- a) Once you have registered you can access your account statements electronically using our Internet Banking Service.

- b) Once you have registered you can ask us to transfer money from your current account electronically using our Internet Banking Service.
- c) Subject to your acceptance of the indemnity in relation to faxed or e-mailed instructions contained within the Mandate we may agree to your faxing or e-mailing us your instructions.
- d) We can refuse to act or delay acting upon any instructions of the type set out in clauses 2.2.6b) and 2.2.6c) if:
  - i. we have reasonable grounds for believing that you did not send the instructions;
  - ii. the instructions are not clear;
  - iii. in our reasonable opinion, the instructions would create an unplanned overdraft or an excess of a planned overdraft; or
  - iv. in our opinion, the instructions are unlawful.

we may, but shall not be obliged to, contact you should we consider refusing to act or be delayed in acting on an instruction which falls within sub-paragraphs (i) or (ii) above.

- 2.3 You may not be eligible for all of our accounts or services and we may also limit the number of accounts or services you can hold with us.
- 2.4 We believe that it is part of our role as your bank to provide you with services that assist you in managing your finances. We do not provide advice, but we can use the information we have concerning you to suggest other services we believe may be of interest to you. To find out more about the way Türkiye İş Bankası A.Ş uses your directors' and officers' personal information, please read clause 14.
- 2.5 We will make all reasonable efforts to ensure that the Internet Banking Services will perform in substantial conformity to the specifications published in the applicable Internet Banking Customer Guides. This is the only performance warranty made by the Bank in respect of its Internet Banking Services. We shall have no liability for breach of any implied term as to satisfactory quality, merchantability or fitness for a particular purpose of the Internet Banking Services.
- 2.6 We will take all reasonable care to ensure that the information supplied to you through our Internet Banking Services accurately reflects the information on our computer systems or information received from a third party. We do not warrant that the information is accurate, sufficient or error-free.
- 2.7 It may be necessary from time to time to suspend some or all of our Internet Banking Services for routine, non-routine or emergency maintenance where we consider it necessary to do so. In the event of such a suspension being necessary, we will in so far as is possible provide you with a reasonable period of notice prior to the suspension.

### **Account opening**

- 2.8 To help protect you, us and third parties against fraudulent use of the banking system, certain documents need to be completed. You must inform us of any variations to these documents.

- 2.9 If you wish to open an account with us, we will ask for proof of your financial standing and proof of the identity and address of each director, partner or limited partner and of each shareholder holding 25% or more of your shares or voting rights.
- 2.10 So that we can process cheques and other payments from your account we will ask you to complete a document (mandate) identifying all the Authorised Person(s) and containing a specimen their signatures.
- 2.11 In order for us to identify your business we will also need copies of the following;
- a) For a **Public Limited Company**, we will require:
- i. a copy of the certificate of incorporation;
  - ii. a copy of the board resolution or minutes, certified by the company secretary to be a true copy authorising the company to open the account;
  - iii. a copy of the memorandum and articles of association;
  - iv. where appropriate a VAT registration certificate;
  - v. the company's latest accounts or financial statements;
  - vi. a fully completed account opening form; and
  - vii. a current copy of your Authorised Persons list.
- b) For a **Private Limited Company** or **Unregistered Charitable Body**, we will require:
- i. a copy of the certificate of incorporation;
  - ii. a copy of the board resolution or minutes, certified by the company secretary to be a true copy authorising the company to open the account;
  - iii. a copy of the memorandum and articles of association;
  - iv. where appropriate a VAT registration certificate;
  - v. proof of the company's registered address and if different its principal trading address;
  - vi. the company's latest accounts or financial statements; and
  - vii. a current copy of your Authorised Persons list.
- c) For a **Limited Liability Partnership**, we will require:
- i. a copy of the certificate of incorporation;
  - ii. a copy of the membership agreement;
  - iii. a copy of the LLP's resolution or minutes, authorising the LLP to open the account;
  - iv. a list of the LLP's members;

- v. where appropriate a VAT registration certificate;
  - vi. proof of the LLP's registered address and if different its principal trading address;
  - vii. the LLP's latest accounts or financial statements; and
  - viii. a current copy of your Authorised Persons list.
- d) For a **Limited Partnership** or **Partnership**, we will require:
- i. a copy of the partnership deed or partnership agreement;
  - ii. a copy of the certificate of registration;
  - iii. a copy of the partnership's resolution or resolution of the general partner, on the partnership's headed notepaper, authorising the partnership to open the account;
  - iv. a copy of the Memorandum and Articles of Association;
  - v. where appropriate a VAT registration certificate;
  - vi. proof of the partnership's registered address and if different its principal trading address;
  - vii. the partnership's latest accounts or financial statements; and
  - viii. a current copy of your Authorised Persons list.
- e) For a **Sole Trader**, we will require:
- i. a copy of the Registered Trading Certificate;
  - ii. HMRC Reference Number Notification;
  - iii. where appropriate a VAT registration certificate;
  - iv. proof of the registered address and if different its principal trading address; and
  - v. the latest accounts or financial statements.
- f) For a **Registered Charitable Body**, we will require:
- i. a certified copy of the foundation deed or deed of trust;
  - ii. a VAT registration certificate recording a charity;
  - iii. a copy of the charity's governing body resolution on headed notepaper authorising the account opening;
  - iv. proof of the registered address;
  - v. the latest accounts or financial statements; and

- vi. a current copy of your Authorised Persons list.
- g) For a **Trust**, we will require a certified copy of the foundation deed or deed of trust which should include the following information:
- i. the name of the trust;
  - ii. the trust deed (including the nature and purpose of the trust;
  - iii. for those trusts that are capable of registration or incorporation, the relevant details;
  - iv. where the trust is established;
  - v. the name of the settlor, in the case of an individual;
  - vi. the names of all the trustees;
  - vii. the details of any professional advisers or managers acting on behalf of the trustees;
  - viii. a current copy of your Authorised Persons list; and
  - ix. the names of all the beneficiaries (or an explanation as to why the beneficiaries are not all capable of identification).
- h) For a **Club, Society** or any other form of **Unincorporated Association**, we will require:
- i. evidence of the name of the entity;
  - ii. a copy of the rules/constitution;
  - iii. any relevant licences and certificates;
  - iv. full identification details of all officers of the entity; and
  - v. a current copy of your Authorised Persons list.

The information required under this clause 2.11 is non-exclusive and without limitation. We may require you to provide us with such other documentation or information as we, in our sole discretion, require from time to time.

### **3. How this Agreement works**

- 3.1 This agreement concerning the above mentioned business bank accounts and related banking services is made up of the general terms and conditions contained in this document and any 'additional terms and conditions' we give you for these accounts or services. We will tell you if these general terms and conditions apply when you take a new product or service from us.
- 3.2 'Additional terms and conditions' include service specific terms that may not be included in this document, for example, charges and interest rates, balance requirements and notice periods on savings accounts. We will provide you with any additional terms and conditions separately – for example in application forms, letters, leaflets, mandates, in our charges guide, by phone or on our website ([www.isbank.co.uk](http://www.isbank.co.uk)).

- 3.3 If the additional terms and conditions contain clauses that are contrary to, or conflicting with, these General Terms and Conditions, then the clauses contained in the additional terms and conditions prevail.
- 3.4 The general law of England and Wales applies to the accounts and services we provide you. Should you require further information as to how this Agreement affects you, then you may wish to seek independent legal advice.
- 3.5 Except where the general law cannot be changed or excluded, if any term of this Agreement conflicts with the general law, then this agreement will apply.

## **Part Two – Contact and security**

### **4. Getting in touch with each other**

- 4.1 You can find our contact details in the contact details clause at 27.
- 4.2 Subject to the authorities contained in the Mandate, the Authorised Persons can contact us and give us instructions either:
- a) on a document bearing your Authorised Persons' original signature(s);
  - b) by fax transmission of such a document (subject to the authority and the indemnity relating to faxed and e-mail instructions contained in the account mandate);
  - c) through our website;
  - d) by telephone; or
  - e) by using your company's İşbank Debit Card.
  - f) by Email having a scanned PDF or TIF document bearing your Authorised Persons' signature(s) attached to that
- 4.3 Any instructions you give are not effective until we actually receive them.
- 4.4 If you give us an instruction by fax or e-mail we can ask for the original signed copy of that instruction or confirm the authenticity of the instruction by telephone before we act on it.
- 4.5 We will contact you by using the contact details that you have provided to us. You must notify us immediately if your name or contact details change. If you do not notify us, we will continue to use the details that you last gave us and we will not be responsible if we fail to contact you or if we send confidential information to an incorrect address using details that are out of date. We may charge you our reasonable costs of finding you (or trying to find you) if your contact details are not maintained by you.
- 4.6 In certain countries it may be unlawful for you to use Internet Banking Services. You are responsible for ensuring that you check this and take appropriate action as not using these services. You will be liable if you break foreign laws and for any loss you cause as a result of your doing so.
- 4.7 We may record or listen into any phone calls with you or those persons authorised to act on your behalf in order to:
- a) confirm that we have correctly carried out your instructions;

- b) improve our performance;
- c) ensure that we comply with our regulatory obligations; and
- d) help to detect or prevent fraud or other criminal activity.

Any recordings remain our sole property.

## **5. Security**

5.1 When an Authorised Person, acting on behalf of the company, contacts us or we contact you we must verify the identity of the individual to whom we are in contact before accepting instructions from you and before we can disclose or discuss confidential information about your accounts. For this reason:

- a) you must sign instructions given on paper in accordance with the Mandate;
- b) when you visit a branch, we may ask you for identification and ask you to demonstrate that you have authority to act in accordance with a Mandate; and
- c) If you are contacting or instructing us by any other method you must do so using the Security Details that we have provided or agreed with you beforehand.

5.2 As long as we have confirmed the identity and authority of the Authorised Person by using one of the methods set out above we will assume that we are dealing with you.

5.3 You must:

- a) follow any instructions that we give you, which we reasonably believe are necessary in order to protect both you and us from unauthorised access to your accounts;
- b) not let unauthorised person(s) use your cards or Security Details;
- c) keep your cards and Security Details secure and protect your cards from being damaged;
- d) do everything you reasonably can to ensure that no unauthorised person can find out your Security Details by not:
  - i. selecting obvious passwords as part of your security details;
  - ii. writing your security details on, or keeping them together with, your cards or other banking documentation;
  - iii. writing down your Security Details in a recognisable way;
  - iv. allowing other people to overhear your calls with us, or observe you entering or making use of your Security Details.
- e) not allow anyone else to give instructions, or have access to information, on your accounts unless they have a separate arrangement with us to do so; and
- f) sign a card we have issued, if it has a place for signature, as soon as you have received it using an authorised signature.

- 5.4 If you use Internet Banking Services you must ensure that your IT systems meet any reasonable requirements set by us, carry out your own regular virus checks and confirm that you will not alter or copy any software we provide or give it to a third party.
- 5.5 You agree to establish, maintain and regularly review security arrangements concerning access to, and your use of, internet banking services and information stored on your computing and communications systems, and in particular your control of the Security Details.
- 5.6 You must notify us as soon as possible (see the contact details section at clause 27) if you:
- a) notice any errors;
  - b) find our services are not working;
  - c) believe any cards or Security Details have been lost, stolen, damaged or are being misused;
  - d) believe someone may be accessing your accounts without your authority or that someone has discovered your Security Details.
- 5.7 When taking instructions via telephone, we may ask you to send written confirmation of your call within 5 Working Days.
- 5.8 You must destroy a card immediately if you find it after you have told us of its loss, theft or misuse. This is because we will already have cancelled the card. (see 2.2.2 r).
- 5.9 For your protection where we have reason to believe:
- a) that a card has been lost or stolen;
  - b) that a card or card number is liable to misuse;
  - c) that an enquiry purporting to come from you through internet banking services has not been properly authorised by you; or
  - d) that any other breach of security has occurred in relation to your use of internet banking services,
- we may take any steps we reasonably think necessary to deal with the risks, including not to act, or to delay acting upon an enquiry received via internet banking services. Unless the law prevents us from doing so or we consider it may compromise our security arrangements we will try to tell you by telephone or in writing what we have done and the reason for our action. We will try to do this before we take action, or as soon as possible afterwards.
- 5.10 Email is not a secure medium and we strongly recommend that you do not send us confidential information or instructions via email. Should we receive instructions by email we may, in our sole discretion, not act or delay acting until we have received confirmation of your instructions by other means (which we consider secure). You should not respond to emails asking for your account information, security details or any information about your card as we will not ask for these details by email. If you use email it is at your own risk.
- 5.11 We will do all we reasonably can to prevent unauthorised access to your accounts and to ensure that they are secure.

5.12 We may reset the security details upon receipt of a written request, such request must be given in writing duly authorised by a person or person(s) according to your account mandate.

## **6. Statements and Information**

6.1 For current accounts, we will make a statement available each month that there are transactions over the account and will provide you with a regular paper statement.

6.2 For savings accounts, we will make a statement available each month that there are transactions over the account and will provide you with an annual paper statement.

6.3 You can ask us for a paper statement by calling or visiting your branch.

6.4 If you use internet banking services we can provide you with electronic statements and you can tell us to stop sending you paper statements for all, or any, of your accounts with us that are accessible through the service. However, you can change your mind and ask us to start sending you paper statements again.

6.5 We can provide you with a copy of a paper statement that we have already provided but we will charge you for this.

6.6 We may print messages on, or include messages with, your statements to inform you about changes to this, or other agreements or services you have with us.

6.7 You are responsible for checking statements and other account information that we give you. If you tell us about any errors on your account, or if we notice and errors, we will correct them as soon as reasonably possible.

6.8 You must provide any information or assistance we reasonably request to deal with misuse or unauthorised access to your accounts, or with regard to any other transaction we, the police or other authorities are investigating. We may pass on related information to other banks, those involved in processing card payments, or to the police or other authorities in the UK or where appropriate abroad.

## **Part Three – Banking services**

### **7. Branch opening hours, transaction processing times and general terms concerning payments**

7.1 We process payment instructions on the Working Day that we receive them. In order to do this we must receive the payment instruction before the appropriate currency 'cut-off' time for that Working Day. In this Part Three the time periods given assume that we receive a payment, or your payment instruction, before the appropriate currency 'cut-off' time on a Working Day.

7.2 Some pre-advised currency payments can be made on non-Working Days, the processing of these payments is not completed on our systems until the next Working Day as explained below:

a) although we may process an international transaction received by us on a Working Day, completion of the transaction may be delayed due to a national holiday in the relevant overseas state;

b) in all cases, the length of time a Working Day lasts will depend on the 'cut-off' time for that particular currency, method of making or receiving payments. If an

instruction is not received by the relevant cut-off time on any Working Day we will treat it as being received the next Working Day. Further information on cut-off times can be provided on request, please see the contacts section at clause 27.

### 7.3

- a) Türkiye İş Bankası AŞ has obligations relating to the prevention of fraud, money laundering or terrorist activity and the provision of financial and other services to persons who may be subject to sanctions.
- b) Where we have a reasonable basis to believe that you are involved in and/or using your accounts in connection with the activities set out above at clause 7.3a), we may take whatever action we consider appropriate to meet our obligations. This may include, but is not limited to, investigating and intercepting payments into and out of your accounts and investigating the source of funds or intended recipient. It may also include making enquiries to establish whether a person is subject to sanctions.
- c) Exceptionally carrying out the activities in this clause and clause 8.1a) may delay the carrying out of payment instructions or the receipt of cleared funds but, where possible we will advise you of the reasons for any delay or stop and the likely length of any delay. If we are not satisfied that a payment into or from your account is lawful, we may decline to process it.

7.4 The London Branch is usually open to the public from 09.15 to 16.00 Monday to Friday. However our London Branch banking hours are from 09.00 to 17.00 Monday to Friday.

7.5 In addition to the above the Branch in Edmonton will be open to the public on Saturdays from 09.00 to 14.00. Saturday banking hours are from 09.00 to 15.00

## 8. Payments into your account

### 8.1 *General conditions applicable to payments into your account*

- a) In order to comply with anti-money laundering and counter terrorism legislation and for the prevention of financial crime we carry out certain checks on payments into and out from your account. We may ask you at any time for documentary evidence of the source of funds credited to your account.

8.2 We will accept payments into your account which are payable as follows:

Public Company (PLC)	To the Company or its trading name.
Private Company (Ltd)	To the Company or its trading name.
Limited Liability Partnership (LLP)	To the Limited Liability Partnership or its trading name.
Limited Partnership (L.P.)	To the Limited Partnership or its trading name.

Partnership	To any or all partners or your trading name.
Sole trader	To you or your trading name.
Personal representatives or trustees	To any or all of you in your own name(s) or in your fiduciary capacity or to the name of the deceased or trust, as appropriate.
Unincorporated bodies (except personal representatives and trustees) Charitable Body Trust Club, Society or Association	To its own name or its trading name.

8.3 The clauses below set out the timings applicable to the different types of payment into your account including:

- a) when we show them in your account;
- b) when we pay interest, or reduce interest payable by you, on accounts on which we pay or charge interest; and
- c) when the funds become available for you to withdraw or pay out from your account.

8.4 ***Cash payments into your account***

- a) You can pay cash into your account over the counter at a Branch and by personal delivery. We can only accept responsibility for the cash after we have received and counted it.
- b) Outlined below are the ways in which you can pay cash into your account. How soon the funds become available for you to use, earn (where appropriate) or reduce interest will depend on when we receive the cash.
  - i. Where cash is paid in at our counter we will show it in your account and allow you to use it immediately and we will pay interest (where appropriate) on it or use it to reduce the interest that you pay from that day.
  - ii. Where cash is paid in at another bank we will show the cash in your account and allow you to use it as soon as we receive it (usually three Working Days after you paid it in) and will pay interest on it (where appropriate) or use it to reduce the interest that you pay from that day. Please note that if you pay money into your account held with us through another bank the other bank may charge you commission for their services.

8.5 ***Electronic payments into your account; in your account's currency***

- a) This clause covers standing orders and direct transfers into your account from another account.

- b) When we receive a payment for your account in the currency of that account we will show it in your account and allow you to use it immediately. We will pay interest on it (where appropriate) or use it to reduce the interest that you pay from that day.

## 8.6 *International payments into your account*

- a) When we receive a payment for your sterling account in a foreign currency, we will convert it into sterling before we pay it into your account. If the payment is in Euros or another currency from the European Economic Area (EEA) (members of the European Union plus Norway, Iceland and Liechtenstein), we will show it in your account and make it available for you to use almost immediately (generally within four hours if the payment is received before the cut-off time on a Working Day). We will pay interest on it (where appropriate) or use it to reduce the interest that you pay from that day. For all other currencies, the time it takes us to convert the payment into sterling takes longer so it will be credited to your account up to two Working Days after we receive it.
- b) If we receive instructions to make payments into your account in a currency other than the currency of your account, we will convert the amount of the payment into the currency of your account at our prevailing exchange rate. Our exchange rates are variable exchange rates which are changing constantly throughout the day (to reflect movements in the foreign exchange markets).
- c) We may take our charges for dealing with the international payment before we add it to your account but we will tell you the full amount of the payment and the charges that applied. The exchange rate to be applied to the payment and, where applicable, the fees we charge for the currency conversion will appear on your statement and will also be available on request if you contact us

## 8.7 *Cheques paid into your account*

### 8.7.1 *General provisions*

- a) If you want to pay in a cheque that has been made payable to someone else, that person must sign it on the back. We may ask for further details before we agree to accept it. If a cheque is marked on the front 'not transferable' or 'account payee', we reserve the right not to accept it for any account other than the account of the person named on it.
- b) You can pay cheques into your account by post, over the counter at a branch, and by personal delivery. We can only accept responsibility for these after we have received and checked them.
- c) We may not accept a cheque for payment into your account if it is more than six months old. This is because cheques normally become out of date after six months and you should pay them into your account so that they clear before they expire. Outdated cheques will be returned to you. We will notify you when this happens.
- d) If a cheque is returned unpaid by the paying bank before the end of the sixth Working Day from the day that it is paid in, we will debit your account with the amount and any interest we have paid you on it, even if you have already withdrawn against it or it puts you into overdraft. If an unpaid item overdraws your account you may incur a charge and debit interest may be charged. If this happens we will let you know.

- e) If a cheque is returned to us with an indication from the bank it is drawn on that it may be paid if it is presented again through the clearing, we are not obliged to do this. We will normally only present such a cheque again if it is above a certain amount. For further information you may contact us, please see the contacts section at the end of this pamphlet.
- f) Cheques can be returned unpaid by the bank of the person who wrote the cheques even where funds have been made available.
- g) If you wish to be sure that a cheque has been paid you may request us to specially present the cheque when you pay it in. There is a charge for this service.

**8.7.2 Cheques from banks other than İşbank London**

- a) When you pay a sterling cheque from another bank in the UK, the Isle of Man, Gibraltar or the Channel Islands, into your account:
  - i. we will show the cheque in your account on the same Working Day that we receive it;
  - ii. if your account earns interest we will start paying interest on the cheque from the fourth Working Day after we receive it;
  - iii. we will use it to reduce the interest you pay from the fourth Working Day after we receive it;
  - iv. you will be able to use the funds from the fourth Working Day after we receive it; and
  - v. from the end of the sixth Working Day after we receive it, if the cheque is returned unpaid by the paying bank, we cannot take money from your account without your consent unless you have acted fraudulently.

Monday	If you pay in a non- İşbank London cheque you will see it on your account.
Tuesday	
Wednesday	
Thursday	
Friday	Today we will start paying interest on the cheque (where appropriate), or use it to reduce the interest you pay and you will be able to use the funds.
Saturday	
Sunday	
Monday	
Tuesday	From the end of today we cannot take money from your account without your permission.

- b) Further information on the cheque clearing cycle can be provided on request, please see the contacts section at clause 27.

### **8.7.3 *Cheques drawn on İşbank London***

Where you pay in to your account a cheque drawn on us (i.e., we are the paying bank), we will show it in your account and allow you to use it immediately. We will pay interest on it (where appropriate) or use it to reduce the interest that you pay on the day that we receive it.

### **8.7.4 *Foreign cheques paid into your account***

- a) By 'foreign cheques' we mean cheques drawn in a foreign currency or cheques in sterling paid out of an account at a bank abroad i.e. in locations other than in the UK, the Isle of Man, Gibraltar or the Channel Islands.
- b) If you want us to obtain payment for you of a foreign cheque, you must 'endorse' the cheque by signing your name on the back, (this means we will have 'recourse' against you as well as anyone else that has signed or endorsed it should it be returned unpaid). Your signature must match the way your name appears on the front of the cheque (for example, if the cheque is payable to "Mr B Aşka" you need to sign the cheque as "Mr B Aşka") or, if you are an Authorised Person, then your signature must match that on the Authorised Person list provided by the company.
- c) When you pay a foreign cheque into your account, the processing times applicable for dealing with UK cheques do not apply and we may decide or agree, although we are not obliged to do so, to 'negotiate' or 'collect' the cheque.
  - i. If we decide to negotiate the cheque we will buy it from you by paying you the amount of the cheque or the sterling equivalent on the Working Day after we receive it. We will then obtain payment from the paying bank.
  - ii. If we decide to collect the cheque we may send it on your behalf direct to the paying bank or we may pass the foreign cheque through the appropriate clearance system in the country where the foreign cheque needs to be presented for payment. We may use an agent to do this. We will pay the amount of the cheque or the sterling equivalent into your account on the day we get payment from the paying bank. The time that this takes will vary depending on the paying bank or its country. For further information you may contact us, our contact details are set out at clause 27.
  - iii. Due to difficulties that occur from time to time with foreign cheques drawn on banks abroad, for example exchange restrictions, we may not always be able to negotiate or collect foreign cheques for you.
  - iv. The Uniform Rules for Collections, as published by the International Chamber of Commerce from time to time, also apply to any negotiation or collection of foreign cheques or other forms of foreign payment.
- d) Exchange rates
  - i. Where we decide to negotiate a cheque the exchange rate we use when converting a foreign cheque into the currency of your account will be determined on the day we buy the cheque from you.

- ii. Where we decide to collect a cheque on your behalf the exchange rate we use when converting a foreign cheque into the currency of your account will be determined on the day we receive the payment from the paying bank.

e) Risks associated with sending a cheque for collection

You should be aware that a cheque, which has been sent for collection, can be returned unpaid even after we have credited your account with the amount of the cheque. Consequently if the foreign bank later returns the cheque or asks us to return the money, we will take the currency or the sterling equivalent from your account. If we converted the cheque into the currency of your account we will change it back into the foreign currency. The rate we use to do this will be determined on the day we take it from your account. We will do this even if you have already spent the money or it will put you into overdraft. As our buying and selling rates are different this normally means that the amount that we deduct from your account will be greater than the amount that we originally paid in. In addition to this the exchange rate for the foreign currency may also have moved in an adverse manner between the time of our paying it in and the time of our deducting it.

f) Charges, fees and interest

- i. For a foreign cheque that we negotiate, we will deduct our charges at the time that you pay it in from the account that you asked us to pay the cheque into. If a cheque is returned unpaid, we will also deduct a further fee at the time it is returned. Agents' fees may also be payable whether the cheque is paid or not. These will be deducted from your account when we receive notice of them. This may be after the foreign cheque has been dealt with.
- ii. For a foreign cheque that we collect, we will deduct our charges from the proceeds at the time we receive them or, if it is not paid, we will charge a fee at the time we receive the unpaid cheque, from the account that you asked us to pay the cheque into. Agents fees and/or fees of the bank on which the cheque is drawn may also be payable whether the cheque is paid or not. These will be deducted from your account when we receive notice of them. This may be after the foreign cheque has been dealt with.
- iii. If we have any other costs or obligations as a result of negotiating or collecting a foreign cheque you must reimburse us and take any other steps necessary to put us in the position we would have been in had we not attempted to negotiate or collect the cheque.
- iv. Whilst we take care in choosing our agents when negotiating or collecting any foreign cheques, we do not accept liability for any loss, damage or delay that is not directly due to our own negligence. If exchange restrictions or some other cause result in us receiving payment in a currency different from that of the cheque, neither we nor our agents will be liable for any loss in exchanging the proceeds into the currency of your account.
- v. For details of how and when interest is calculated and applied in relation to amounts added to or deducted from your account following negotiation of a foreign cheque, please ask at your Branch.

## **9. Payments out of your account**

### **9.1 *General conditions applicable to payments from your account***

- a) We are entitled to assume that we are dealing with you, and that you have agreed to us acting on any instructions, without our obtaining further confirmation from you, in the following sections:
  - i. where you ask us to make a payment using your Security Details (for example a card and PIN at a cash machine or the passwords used for Internet Banking Services) as long as any relevant security checks have been completed by us;
  - ii. otherwise, if you have signed a cheque or other document containing the payment instruction.
- b) Other than a cheque, when you give us a payment instruction you must provide us with all the following details in order that we may make the payment:
  - i. the correct details of the recipient's bank, including the bank's BIC, sort code (e.g., 40-11-22) for payments within the UK or national bank code for payments outside the UK;
  - ii. the recipient's bank account number (or IBAN if paying to a bank in the EEA);
  - iii. the name and address of the recipient;
  - iv. any recipient reference you wish to provide; and
  - v. your own account number, name and address, which are a legal requirement and these details, will be passed to the recipient's bank.

You are responsible for checking that the details are correct. We will not be liable if your payment is delayed or sent to the wrong beneficiary as a result of you giving us incorrect details. If a payment does go to an incorrect beneficiary because you gave us incorrect details we will use reasonable efforts to recover the money in the circumstances set out in clause 9.7.

- c) If you ask us to make a payment on a future date, we will endeavour to make the payment on that day unless that day is a non-Working Day when we will make the payment on the next Working Day. Should technical, or other operational difficulties, or a Force Majeure event occur we will not be liable for any delay in making the payment or failure to make the payment.
- d) You will not be able to give a payment instruction using a card or your Security Details if we have stopped, or suspended, your ability to use them. In addition to the reasons set out at clauses 5.9 and 2.2.2 n, we can do this if we reasonably consider it necessary for reasons related to:
  - i. you or any additional card holder have broken the terms of this Agreement;
  - ii. suspected unauthorised or fraudulent use of a card or your Security Details;

- iii. a significantly increased risk that you may not be in a position to pay any money you owe us on the relevant account; or
- iv. a legal or regulatory requirement (which the Branch considers to be applicable), or a court, tribunal, regulatory agency or other competent authority tells us to act in this way.

Unless the law prevents us from doing so or we consider it may compromise our security arrangements we will try to tell you by telephone or in writing what we have done and the reason for our action. We will try to do this before we take action, or as soon as possible afterwards.

- e) Since all cards belong to us. We, or an agent acting on our behalf, for example a cash dispenser, may take or retain a card if we stop or suspend your right to use it. If we stop or suspend a card you must then stop using the card.
- f) If we ask you to do so, you must return your card to us immediately having first cut through the magnetic strip and once through the chip.
- g) We may decline to effect a payment instruction if:
  - i. there are insufficient available funds in the account to make the payment or you have exceeded a limit that we have applied to your account, for example, the daily cash withdrawal limit from cash dispensers;
  - ii. the payment instruction is unclear or you have not provided us with the correct details;
  - iii. we reasonably believe that you or an Authorised Person did not give us the instruction;
  - iv. there is a legal or regulatory requirement (which the Branch considers to be applicable), or a court, tribunal, regulatory agency or other competent authority tells us to act in this way;
  - v. the payment appears unusual when compared with the way you normally operate your account;
  - vi. we reasonably believe that you or someone else has used or is using or obtaining, or may use or obtain a service or money illegally, fraudulently or improperly;
  - vii. we reasonably believe that someone else may have rights over money in your account (in this case we can also ask (or require you to ask) a court what to do, or do anything else we reasonably need to do to protect us); or
  - viii. any other reason set out separately in this Agreement applies.

We may, but shall not be obliged to, contact you should we consider refusing to act or be delayed in acting on an instruction which falls within sub-paragraphs (i), (ii), (iii), (vii) or (viii) above.

- h) In the event that:
  - i. a resolution is passed for your voluntary winding up; or

- ii. a petition is presented for your compulsory winding up; or
- iii. a petition for a bankruptcy order is presented against you; or
- iv. an application is made or petition presented to court by any person for an administration order against you; or
- v. any step is taken by any person, which is preparatory to any of the above,

then you agree that we may: (1) refuse to act on any instruction whenever given by you or any other party to make any payment(s) out of any of your accounts or to carry out any dispositions or transfers of any of your property or assets unless you have previously obtained an appropriate validation order from the court; and/or (2) set up a separate account or accounts in your name to which any of your future receipts may be credited.

- i) For security purposes we may apply limits to transactions of certain types or amounts from time to time. We will tell you what these limits are or any changes we make to them and if we are stopping a payment for this reason. Where possible we will do this before the changes come into effect, but we shall not be liable to you for not doing so.
- j) To help us prevent the misuse of your account we have systems in place that identify payments that appear unusual. Where we consider an unusual payment involves misuse we may investigate further, for example by contacting you or declining the payment.
- k) If we prevent you from using your account or card or decline to make a payment under this clause, we will act in a manner that we consider is reasonably appropriate for the circumstances and try to reduce any inconvenience to you.
- l) Unless the law prevents us from doing so, we will, at the earliest opportunity, try to get in touch with you in order to tell you that we are declining to act on your payment instruction.
- m) You may also contact us in order to find out (unless the law prevents us from telling you) why we have declined to act on your payment instruction in order to correct any factual errors that may have contributed to our declining to act.
- n) We are not liable if another bank or its cash machine or other machine does not accept your card or card number.

## 9.2 ***Payments not carried out by cheque or card; Payments within the UK***

- a) Where you instruct us to make an immediate payment or a future payment, for example, a standing order, to another account at another bank in the UK, the following will apply: provided that we receive your instruction to make a payment before the relevant cut-off time a payment will normally reach the beneficiary's account the same Working Day that it is taken from your account. We will make a charge for this service. For further information you may contact us, please see the contacts section at clause 27.
- b) If you ask us to make a payment to another account held with us, we will take the funds from your account and it will reach the other account straightaway.

- c) You must make sure that you give us the correct details of the bank, the bank sorting code and bank account number or the IBAN number and the name and address of the beneficiary to whom the payment is made.
- d) In order for us to meet our statutory obligations, details of your name and address, our reference number, will be passed to the beneficiary's banker.

### 9.3 *Payments not carried out by cheque or card; International payments*

- a) If you instruct us to make a payment to a person with an account at a bank in the EEA, other than the UK, and the payment is in Euros, the payment will reach the beneficiary's bank no later than three Working Days after we received the payment instruction. For payments in other EEA currencies to countries within the EEA, the payment will reach the beneficiary's bank no later than four Working Days after we receive the payment instruction. The bank receiving the payment from us is required by law to credit its customer's account on the day it receives the payment from us.
- b) If you ask us to make a payment to a person in another currency or with an account at a bank outside the EEA, you can ask us for details about how long the payment will take to arrive. We will not be able to control exactly when the payment will be received by the foreign bank as this will depend on the banking practices of that country.
- c) You must make sure that you give us the correct details of the bank, for example its SWIFT code, or the IBAN number or bank account number and the name and address of the beneficiary to whom the payment is made.
- d) If we receive instructions to make payments in a currency other than the currency of your account, we will convert the amount of the payment from the currency of your account at our prevailing exchange rate.
- e) Our exchange rates are variable exchange rates which are changing constantly throughout the day (to reflect movements in the foreign exchange markets). For payments involving a currency conversion from your account where we receive instructions by any method other than by post, we will either tell you the exchange rate or tell you that it is available (depending on the method used) before we make the payment. The exchange rate to be applied to the payment and, where applicable, the fees we charge for the currency conversion will appear on your statement and will also be available on request if you contact us.
- f) If you make a sterling payment, we cannot control the exchange rate applied by the foreign bank. You may find out the current exchange rate by contacting us, please see the contacts section at the end of this pamphlet.
- g) If, for any reason, a payment is returned to us we will convert the amount at the exchange rate applicable at that date and credit it to your account. This means that if the exchange rate has changed the amount we credit could be less than the amount originally paid out by you.
- h) We have to send an international payment through the banking system in a foreign country and we may need to appoint an agent in that country to act on our behalf. Where we select any agent we shall exercise reasonable care in making any such selection but, subject to that, we shall not be liable for any failure to perform or any act of omission of any such agent.

- i) Where we properly incur any costs or other obligations when acting on your behalf in making an international payment, you must reimburse us and take any other steps required to put us in the position we would have been in had we not acted for you. For example where we need to use the services of an agent or correspondent bank overseas, you may have to pay their additional charges. These may not be calculated in the same way as our prices.

#### 9.4 *Direct Debits*

- a) If you give a UK-based business or other organisation authority to collect regular payments from your account, they will normally provide you with a minimum of 10 Working Days' notice before altering the payment dates or the amount of money that they ask us to pay from your account, unless you agree otherwise.
- b) We allow direct payments to be collected from your account on the date specified in the direct debit instruction.
- c) If you believe that there has been an incorrect direct debit payment you should inform us immediately so that we can arrange a full and immediate refund – even if the original mistake was made by the business or organisation that established the direct debit. You should also contact them to let them know what you have done and why.

#### 9.5 *Cancelling or changing a payment*

- a) You cannot normally cancel a payment that you have instructed us to make after we have accepted your instructions. However, if you ask us to we will do all we can to recall the payment but we cannot guarantee that we will be able to do so once your instructions for the payment have been received and acted on.
- b) Once you have carried out a transaction using your Debit Card, you cannot ask us to stop that transaction or withdraw your consent to the processing of a payment.
- c) You can cancel or change a standing order, direct debit or any other payment that you have asked us to make on a future date as long as you tell us by the close of business of the last Working Day before the payment is due to be made.
- d) If you wish to cancel or change a direct debit you must tell the recipient business or organisation that you are cancelling the Direct Debit instruction to ensure that the payment is cancelled, as well as telling us.
- e) If you ask us to cancel or change a payment instruction, we may charge you our reasonable costs for trying to cancel or change it, whether we are successful or not in cancelling or changing it.

#### 9.6 *Card Payments*

- a) You may use your card and PIN to obtain cash (up to the daily limit on your account as advised by us from time to time and to the extent that you have funds available in your account)
- b) If you use your card to withdraw cash we will take the amount withdrawn from your account on the Working Day we receive details of the withdrawal.
- c) Each withdrawal of cash will incur a flat fee that will be debited from your account.

- d) You should not use the card if to do so would overdraw your account without our prior agreement, or would increase any borrowing on the account to more than we have agreed. If you are uncertain of your balance we recommend that you contact your branch to check your balance before making a withdrawal as the persistent breaching of limits may result in our cancelling the card.
- e) On each Working Day, any available funds on your account will be used to pay any transaction notified to us since the previous business day before they may be used to pay any other debit to your account.
- f) We will normally deduct cash withdrawals made over our counter from your account on the same Working Day.

**9.7 Refunds for payments, except those made by cheque**

- a) We will refund the amount of a payment, except those made by cheque, and restore your account to the state it would have been in had the payment not taken place (i.e., refund any charges or interest you paid as a result of the payment and we will pay you any interest we would have paid you), if:
  - i. you tell us that a payment out of your account was unauthorised and, having investigated it, we are reasonably satisfied that the payment was not authorised and that you are not liable; or
  - ii. you instructed us to make the payment to another bank and the payment was not made properly or never arrived. However, if:
    - I. there was a mistake in any of the details contained in the payment instruction you gave us (see clauses 9.2c) and 9.3c) above) it may not be possible for us to recover your payment. In the event you do give us the wrong payment details and realise your mistake, you must promptly inform us and we will make reasonable efforts to recover the funds used to make the payment and we may charge you reasonable costs for doing so; or
    - II. we can demonstrate 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).
- b) In order to refund a payment in accordance with clause 9.7a), you must inform us as soon as is reasonably possible. If you fail to promptly inform us that a payment was either unauthorised (clause 9.7a)i) or was not properly made/never arrived (clause 9.7a)ii) then it becomes more difficult for us to reasonably ascertain what happened. In situations where there is a delay in informing us and we cannot reasonably ascertain what happened we are less likely to refund your payment and restore your account. As a general rule, we will not refund a payment if you tell us that the payment was not made properly or was unauthorised more than 8 months after it was made.
- c) If you do not recognise a payment out of your account and think it may be unauthorised, we will give you more details if you ask us.
- d) This clause is subject to clause 16.3.

## 9.8 *Cheque payments*

- a) When we receive a cheque that you have written we will take the money from your account on the same day. We usually receive cheques a few days after you have written them. However, the exact timing will depend upon when the person you gave it to pays it into their account. If the recipient requests special presentation of your cheque from their bank it is likely to be debited from your account on the following Working Day after it was paid in by the recipient.
- b) It is your responsibility to ensure that there are always sufficient available funds in your account to cover any cheques you have written. Available funds include the available balance of any overdraft, which we have given you on your account.
- c) You may be able to stop a cheque that you have written (apart from a guaranteed cheque) as long as the cheque has not already been paid by contacting us with details of the cheque number, the account on which the cheque is drawn, the name of the payee, the amount and date of the cheque, and similar details of any replacement cheque. We may charge you for trying to stop a cheque, whether or not we succeed.
- d) We cannot stop a counter cheque or bankers' draft that you have asked us to draw on your behalf.
- e) You should always date a cheque, as undated cheques are likely to be returned with a request to include a date.
- f) You may not ask us to pay a cheque later than when we receive it by writing a future date on it. We will not be liable if we pay the cheque before that future date.
- g) We do not have to pay any cheques issued on your account which are received for payment when they are more than six months old, but we may do so.
- h) If someone asks you to replace a cheque it is your responsibility to ask for the old cheque back, and to destroy it, or to ask us to stop the old cheque, before you write a new one. If you do not do this there is a risk that both the old and replacement cheques will be paid from your account.
- i) If you send a cheque through the post, it will help to prevent fraud if you clearly write the name of the person you are paying the cheque to and put extra information about them on the cheque. You should draw a line through unused space on the cheque so unauthorised people cannot add extra numbers or names.
- j) You should only write cheques in the currency of your account. If you need to make a payment in a currency other than the currency of your account, we will advise you on the best way to do so.
- k) If it is necessary to make amendments to a cheque you are writing, these should be made clear by crossing through the error and signing the correction.
- l) When writing a cheque, you must take all reasonable precautions to prevent anyone else altering it or making a forgery including (but not limited to) using black ink which cannot be erased to write the cheque, never leaving a gap between words or figures and never signing a cheque before you use it. You may be liable for cheques which have been altered or signed by someone else if you have not taken all reasonable steps to prevent anyone from doing this and/or if you have not notified us of any actual or suspected event in accordance with clause 9.8m) below.

- m) If your cheques are lost or stolen, or if you think that someone has signed one of your cheques without your permission, you must tell us as soon as you can.
- n) We will keep original cheques paid from your account or copies for at least six years unless we have already returned these to you.

## **10. Savings Accounts**

- 10.1 This clause 10 sets out the terms and conditions relating to savings accounts (the "**Savings Account**"). In the event that this clause 10 is inconsistent with any other clause of this Agreement then, in respect of Savings Accounts, this clause 10 shall prevail.
- 10.2 You can pay money into a Savings Account by visiting us at a branch, or by transferring money from another account with us or another bank.
- 10.3 There are no minimum or maximum amounts you may invest in your savings account.
- 10.4 Withdrawals from your Savings Account(s) can only be made at a branch.
- 10.5 Transfers from your Savings Account(s) can only be made to another account held with us in the company's name. You cannot set up standing orders on Savings Accounts to make these payments.
- 10.6 Overdrafts are not available on savings accounts so you must ensure that you have sufficient cleared funds in your savings account to meet any withdrawal or transfer that you make.
- 10.7 The savings account is a tiered Tracker Account which means that the interest rates are variable and will vary depending on the Reference Interest Rate and the amount in the account.
- 10.8 We will pay interest on the account bi-annually as at the end of June and December.
- 10.9 You can ask us to pay interest into a different account you hold with us.
- 10.10 There are no account charges for making transfers between your savings account and any other account that you hold with us.

## **11. Fixed Term Deposit Accounts**

- 11.1 This clause 11 sets out the terms and conditions relating to fixed term deposit accounts (the "**Fixed Term Deposit Account**"). In the event that this clause 11 is inconsistent with any other clause of this Agreement, in respect of Fixed Term Deposit Accounts, this clause 11 shall prevail.
- 11.2 We only allow cleared funds to be transferred into your Fixed Term Deposit Account. Therefore, a cheque used as a deposit must be paid into your current account then, once the cheque has cleared, we will transfer the funds into your Fixed Term Deposit Account. You will receive the interest rate applicable once the funds have been transferred into your Fixed Term Deposit Account.
- 11.3 The interest rate you receive is a Managed Rate and is fixed for the term of the Fixed Term Deposit Account and is calculated daily on the cleared balance. We will tell you what the applicable interest rate is when your Fixed Term Deposit Account is opened.

- 11.4 We will pay you interest when we repay your deposit. The interest may be added to your Fixed Term Deposit Account or credited to you by cheque or by automated bank transfer to any UK bank account that you may nominate for such purpose.
- 11.5 You cannot make additions to your initial deposit into your Fixed Term Deposit Account but you can open more than one Fixed Term Deposit Account. Each Fixed Term Deposit Account will receive interest at the rate applicable at the time of opening.
- 11.6 No early withdrawals of capital are allowed during the term of the Fixed Term Deposit Account either in whole or in part.
- 11.7 You must contact us at least two Working Days before your Fixed Term Deposit Account matures to let us know what you wish to do on maturity. In the absence of any other instructions, we will renew your Fixed Term Deposit Account for the same term at the prevailing interest rate when it matures. If you wish you can provide us with standing instructions when you make a Fixed Term Deposit Account or set up an automatic rollover so that until further notice your Fixed Term Deposit Account is renewed for the same term at the prevailing interest rate each time it matures.

## **12. Interest and Charges**

- 12.1 The details of our interest rates, charges (including account fees and overdraft charges) and charging dates are not contained in these General Terms and Conditions but in our additional terms and conditions. You may find out further information about our charges from our website, or by contacting us, please see the contacts section at clause 27. We may change our interest rates, charges and charging dates under clause 15.2 below.
- 12.2 Unless we inform you otherwise we will calculate any interest we pay or charge on a daily basis. We do not pay interest on amounts of less than one currency unit (for example £1 or €1).
- Interest on sterling accounts which we pay or charge will be calculated on the basis that there are 365 days in a year. Interest calculated on this basis will be payable in respect of each of the 365 days in a calendar year (366 in leap years).
  - In the case of most foreign currencies, whilst interest will still be calculated on a daily basis by convention, it is both quoted and calculated on the basis that there are 360 days in a year. Interest calculated on this basis will be payable in respect of each of the 365 days in a calendar year (366 in leap years).
- 12.3 *Our Interest Rate & Charges Guide for Business Banking* contains details of when we pay interest, if any, on your account. This may be monthly, quarterly, bi-annually or annually. If the day that interest is due to be paid on an account is not a Working Day, we will pay interest up to, and on, the next Working Day.
- 12.4 We may also change the interest rates which apply to your account for any other reason.
- 12.5 We will pay interest by crediting it to your account. We pay compound interest once interest has been capitalised, i.e. once it is credited to your account the interest then becomes part of the account balance and therefore counts towards the amount we pay interest on.
- 12.6 Where we pay interest to your account it will be paid 'net' (i.e. less income tax at the standard rate) unless we are allowed to pay you gross interest (i.e. without taking off income tax). We can only pay gross interest if you are eligible to receive it and where appropriate, you have provided us with the necessary documentation to confirm your eligibility.

- 12.7 We will charge you any interest at the end of every quarter unless we tell you otherwise. We may also charge compound interest. A higher rate of interest will be charged if we have not given you a planned overdraft or to the excess if you exceed an overdraft limit which we have given you.
- 12.8 We may take any interest and charges you owe us from the same account or from your other accounts. We will tell you about overdraft charges and interest you have to pay at least 14 days before we take them from your account.
- 12.9 We reserve the right to recover our costs by applying a negative credit interest rate if the prevailing market credit interest rate for the relevant currency becomes negative.

### **13. Overdrafts and available funds**

- 13.1 If we agree to lend you money or some other kind of assistance, this does not mean that we are providing you with investment advice or that your business or proposition will succeed. The decision as to whether you proceed is yours.
- 13.2 We recommend that independent advice is taken from your accountant, solicitor, valuer and/or other professional adviser before you provide security. You should also consider seeking such advice before you proceed with any particular borrowing or other proposition.
- 13.3 We may at our discretion provide an overdraft facility on your account (except saving accounts). When we agree to do so we will tell you the terms of the facility including:
- the limit;
  - the debit interest rate being charged;
  - how we calculate the debit interest;
  - any fees we may charge for agreeing, reviewing and/or continuing your overdraft; and
  - how and when the borrowing must be repaid,

We will confirm these details and any other conditions in writing. In some cases, we may need security.

- 13.4 An 'overdraft' is where we lend you money when you would not otherwise have available funds to make a payment out of your current account. The 'available funds' is the amount you can use to make payments out of your account each day. This is calculated as the amount of any credit balance that is available for you to use on your account plus the amount of any planned overdraft (the overdraft limit); less the amount of any card payments we have authorised but not taken from your account.
- 13.5 When calculating your available funds we do not include any regular or other payments that we are aware may be paid into your account.
- 13.6 Overdrafts are always repayable 'on demand'. We can also reduce your overdraft at any time. If we demand repayment or reduce your limit, this will usually be due to an alteration or anticipated alteration in your financial circumstances. If we can reasonably do so without prejudicing our interests, including our regulatory position, we will give you at least 30 calendar days' notice before making the change. Without limiting our rights at any time to

withdraw or reduce your borrowing limit or make demand, the following list contains examples of some of the situations where we might take such steps, if:

- a) you use the facility for purposes for which it was not agreed;
- b) you have failed to pay any money into your account when we have asked you to do so;
- c) you fail to pay any debit interest that is due;
- d) you fail to keep other conditions related to your borrowing;
- e) you trade or continue to trade at a loss, or there is a worsening of your business viability as measured in other ways;
- f) you cease to trade or dispose of a significant business asset;
- g) there is a reduction in value, or a restriction, or invalidation of any security we are holding for your borrowing; or
- h) insolvency proceedings are commenced against you or a receiver is appointed.

13.7 How much an overdraft will cost you will depend on whether it is a 'planned' or an 'unplanned' overdraft. A planned overdraft is an overdraft where we have agreed a limit that takes into account your financial circumstances, and which you arrange with us in advance in order to increase the available funds in your account. When we grant you an overdraft we will tell you the terms of the overdraft including how long the planned overdraft will be available. Where we do not specify a period, then a default period of one year will apply and we may, at our discretion, agree to keep renewing it for further periods (usually one year unless we tell you otherwise).

13.8 We will treat any of the following events as a request for an 'unplanned overdraft', or for an increase in your unplanned overdraft if you already have one, if:

- a) you instruct us to make a payment from out of your account for which you do not have sufficient available funds, for example by your issuing a cheque or a direct debit request arrives; or
- b) your account becomes overdrawn, or exceeds a limit previously agreed under a planned overdraft, due to a payment into your account being returned unpaid by the paying bank or because we have added charges,

Under both circumstances we will take account of your financial circumstances when considering whether we will agree to your request. We will not be liable to you if we do not agree to give you, or increase an existing, an unplanned overdraft

13.9 When your account goes into an unplanned overdraft we will write to tell you that we have agreed to it and about our charges for considering and agreeing to your request, unless it is to increase one you already have. We will ignore any unplanned overdrafts that are repaid by the end of that Working Day when our accounting systems are updated (usually between 18.00 and 19.00 hours London time). We will only provide 'unplanned overdrafts' for a limited time and we will tell you when you must repay one. Your unplanned overdraft will in any case end as soon as you have available funds again in your account. However, this will not preclude you requesting a new unplanned overdraft in the future.

- 13.10 Where you do not have sufficient available funds to make a payment and we do not agree to your request for an unplanned overdraft or an increased unplanned overdraft, you will not be able to make that payment. We will tell you that we have declined your request. If you ask us to do so we will give this explanation to you in writing. The charges that apply are set out in our *Interest Rate & Charges Guide for Business Banking*.
- 13.11 In addition to the charges referred to in clause 12 above, we may also charge you management fees, either instead of, or in addition to those charges, and will tell you the amount of these management fees before we deduct them from your account.
- 13.12 We will charge you our reasonable costs and fees incurred by us in connection with the negotiation, preparation, investigation administration supervision or enforcement of your overdraft, the facility letters or any security. These will include expenses, fees, for example, legal, security and valuation fees, stamp duty, taxes and other charges, and registration costs. We will deduct these costs and fees from your account and will inform you of the amounts before we do so.

### ***Responsibility for borrowing***

- 13.13 If you are a sole trader you are personally responsible for any monies together with all interest, commission and other banking charges and expenses incurred in connection therewith your business owes to us.
- 13.14 If you are a partnership, personal representative or trustee: as well as the account holders being jointly liable for monies owed to us together with all interest, commission and other banking charges and expenses incurred in connection therewith, each partner, personal representative or trustee is individually liable for any such monies, even if he or she has subsequently ceased to be a partner, personal representative or trustee, unless we have agreed otherwise in writing. We have the right to demand repayment from all or any account holders and/or all or any such individuals for all or part of such monies.
- 13.15 If you are limited partnership, then the general partners (including those limited partners who, as a matter of fact, act in the capacity of a general partner) will be liable for any monies together with all interest, commission and other banking charges and expenses incurred in connection therewith that the limited partnership owes to us.
- 13.16 If you are a public limited company, private limited company or other incorporated body (which is limited by shares or guarantee) then the signatories are not normally personally liable for monies owed to us unless they have entered into a separate agreement with us. We reserve our rights, in our sole discretion, to require the directors or any other Authorised Person of to enter into such a separate agreement with us.
- 13.17 If you are a limited liability partnership then the signatories are not normally personally liable for monies owed to us unless they have entered into a separate agreement with us. We reserve our rights, in our sole discretion, to require the members or any other Authorised Person of to enter into such a separate agreement with us.
- 13.18 If you are an unincorporated association or unlimited company the signatories may be personally liable for monies owed to us together with all interest, commission and other banking charges and expenses incurred in connection therewith. You should seek independent legal advice to determine the extent of your liability.

## **Part Four – General conditions**

### **14. Personal information**

14.1 In this clause 14 'you' and 'your' means;

- For sole traders and partnerships – the individuals who own the business;
- For personal representatives and trustees – the personal representatives and trustees (collectively and individually) and the deceased or trust (as appropriate); and
- For companies, limited liability partnerships, other incorporated bodies, clubs, societies, associations, charities and other unincorporated bodies – both our customer and (where applicable) the directors, officers, members, shareholders and other parties responsible for the operation of the business, charity or body.

14.2 ***How we collect your personal and business information.***

- a) Your personal and business information is the information that we collect from you and others through various means, including:
  - i. application forms, emails and letters, telephone and face to face conversations, customer surveys, our website and during financial reviews and interviews;
  - ii. our data analysing your transactional data, for example amount, frequency, location, origin and recipient;
  - iii. information we receive from intra-group companies and from other organisations such as credit reference and fraud prevention agencies.
- b) You must not supply to us another person's personal information without first obtaining their consent for it to be used and disclosed in the ways described in this clause. Although we may still ask for confirmation that you have done so this is because we will usually assume that they have given their consent. Where you do provide information about someone else, or someone else discloses a connection with you, that information will be considered as part of your other personal and business information.

14.3 ***How we use your personal and business information.***

- a) We may, from time to time, provide further details about how your personal and business information may be used.
- b) You agree that we (as both the Branch and the Türkiye İş Bankası A.Ş corporate group) may hold and process by computer or otherwise any information we hold about you and the company and may use any of that information, in order to:
  - i. managing your relationship with us;
  - ii. update, consolidate and maintain the accuracy of our records;
  - iii. respond to your enquiries and complaints;

- iv. comply with applicable laws, including, without limitation, anti-money laundering and anti-terrorism laws;
- v. provide you with products and services and keep you informed about important changes or developments to the operation or features of those products and services;
- vi. administer promotions, offers and competitions;
- vii. assessing any risks we may encounter across the İşbank Group;
- viii. identify products or services we consider may be of interest to you.

You agree that we may disclose that information to other companies in our group for these purposes.

- c) We will treat your personal and business information as private and confidential and it will not be disclosed to anyone other than:
  - i. where it is allowed by this Agreement;
  - ii. where the disclosure is made with your consent, for example for audit purposes;
  - iii. our interests require disclosure for example, where it is needed by our agents, advisors or others involved in running accounts and services for you or collecting what you owe İşbank Group;
  - iv. to credit reference agencies or other organisations who may use and give out information for credit assessments and to prevent fraud;
  - v. to Her Majesty's Revenue and Customs or other authorities that require it;
  - vi. where we are legally required to disclose it;
  - vii. where we have a public duty to disclose it;
  - viii. where it is required by İşbank Group or others to investigate or prevent crime.
- d) We and other members of the İşbank Group may also contact you about products and services from İşbank Group companies, which we believe may be of interest to you or benefit you financially. You may tell us at any time if you do not want to contact you in this manner.
- e) Türkiye İş Bankası A.Ş. may in the future decide to sell, transfer or merge all or part of its business or assets, or any associated rights or interests, or to acquire a business or enter into a merger with it. If any of these events materialise we may disclose your personal and business information to a potential buyer, transferee, or merger partner or seller and their advisers on condition that they agree to keep it confidential and to use it only to consider the possible transaction. If the transaction is concluded, the buyers, transferee or merger partner may use or disclose your personal and business information in the same manner outlined in these terms and conditions.
- f) Türkiye İş Bankası A.Ş. may use automated decision-making systems to assess any application for services, manage your borrowing and to detect financial crime including for example, fraud or money laundering.

- g) The Data Protection Act 1998 gives individuals the right to request their personal information from us. We are entitled to charge a small administrative fee for supplying the information. We will require proof of your identity before we do so and you may ask us to amend your personal information to keep it accurate and up to date.

#### 14.4 *Credit reference and fraud prevention agencies*

- a) We may use credit reference agencies ("**CRA**") and fraud reference agencies ("**FRA**") records about you to:
  - i. assist us in making decisions, in order to:
    - I. confirm the details given on applications for credit, credit-related or other services;
    - II. managing credit, and credit-related accounts or services;
    - III. debt recovery;
    - IV. checking the details of job applicants and employees; and
  - ii. to prevent crime, including fraud and money laundering.
- b) We, CRAs and other organisations may also use CRA records about you and those financially linked to you in order to:
  - i. check your credit history;
  - ii. verify your identity if you, or someone financially linked to you, applies for services;
  - iii. trace your whereabouts; and
  - iv. undertake research, statistical analysis and systems testing.
- c) If we need to make a credit decision when you apply for a service or review how much credit we have extended to you under an existing agreement, such as an overdraft, we will carry out a CRA search. The CRA will record the searches, even if an application is not proceeded with or is unsuccessful. This may impact on your ability to borrow from other lenders. We may also inform CRAs how you manage your relationship with us, for example whether or not you meet your payments in a timely manner, which may also affect your ability to obtain credit from other lenders.
- d) We may pass details of false or inaccurate information provided and any suspected fraud or general information about how you manage your relationship with us to FRAs and other relevant organisations. This information may be accessed and used by law enforcement agencies and us.
- e) If you ask us we will tell you which CRAs and FRAs we have used in order that you can obtain a copy of your details from them.

#### 14.5 ***Transferring information abroad***

- a) You agree that we may also transfer information we hold about you to any country, including countries outside the European Economic Area, for any of the purposes described in this clause 14.
- b) We may process payments through other organisations including banks and the global payment system operated by SWIFT where, for example, you instruct us to make an overseas payment or a payment through CHAPS. Those organisations may process and retain your personal and business information abroad and may be required to disclose it to foreign authorities (usually in order to assist them in their fight against crime and terrorism), including those outside the EEA, in which case your personal and business information may not be protected to equivalent UK standards.

#### 14.6 ***Reference requests***

We will obtain your written consent before providing a bankers' reference about you. However, if we receive a written request from another financial services institution to verify your identity for money laundering prevention purposes, we will provide this information.

#### 14.7 ***Retention of your information***

We will retain your information following the termination of this Agreement for so long as is necessary in order to comply with our legal and regulatory obligations or our document retention and records management policies.

### 15. **Alterations to the provisions of this Agreement**

#### 15.1 ***General alterations***

- a) We will not alter a fixed rate of interest on your account or any other condition, if we have agreed to fix it, for the duration of time that we have agreed to keep it fixed.
- b) We may also introduce additional benefits on your account such as enhanced services, preferential terms, preferential interest rates and/or special promotions. We may limit the period for which such benefits may apply or be available and we may extend such period. At the end of any such period, the benefit will finish.
- c) We may have to make alterations to the Agreement in order to comply with changed regulatory requirements that we are subject to.
- d) Otherwise, we can only make alterations to these and additional terms and conditions as set out below.

#### 15.2 ***Alterations we can make without our giving advance notice***

- a) Rates on Tracker Accounts will change automatically with immediate effect.
- b) We can change our standard exchange rates at any time.
- c) We may change our standard business charges (which are detailed in additional terms and conditions that we may provide to you) at any time.
- d) You can find information about any alterations to Tracker Accounts by visiting or calling your branch, on the day of the alteration. Information on our website will

usually be updated on the day of the change. However, information related to rates will usually be updated the following Working Day.

- e) We can alter Managed Rate interest rates, without giving you advance notice, if the change is:
  - i. to your advantage; and
  - ii. to respond proportionately to real or anticipated changes in any law, regulation, code or industry guidance affecting us or the cost of running our accounts, including alterations in our cost of funds.
- f) We can also amend to your advantage a Managed Rate, without giving you advance notice, for a valid reason not stated in these General Terms and Conditions.
- g) Where we make an alteration to a Managed Rate without giving advance notice we will tell you about the change personally or by publishing it including posting it to our website within 30 calendar days of having made the change.

### 15.3 *Alterations we can make only by our giving you advance notice*

- a) Providing we give you two months' notice we may change our banking hours, the location of a branch and similar matters at our discretion. The change will apply from the date specified on the notice.
- b) Providing we give you two months advance notice we can amend:
  - i. the additional terms that apply to a particular account or service, for example the margin on a Tracker Account or a Managed Rate, our opening hours and branch location; and
  - ii. any of the terms of this agreement.
- c) Providing we give you 30 calendar days advance notice we can amend:
  - i. a Managed Rate that you pay on an overdraft, which is not to your advantage, or
  - ii. the other additional conditions of an overdraft.

### 15.4 *Alterations to Restricted Savings Accounts*

- a) A "**Restricted Savings Account**" is an account that has limits placed on the type of payments that you are able to make into or out from it. For example our Savings Accounts and Fixed Term Deposit Accounts are Restricted Savings Accounts.
- b) For Restricted Savings Accounts:
  - i. we can alter a Managed Rate without advance notice, but we will tell you about the alteration personally within 30 calendar days of making it or by publishing it. We will only make amendments without advance notice in order to respond proportionately to real or anticipated changes in any law, regulation, code or industry guidance affecting us or the cost of running our accounts, including alterations in our cost of funds or for another valid reason not stated in these terms and conditions.

- ii. we can make any amendment to the additional terms and conditions or a Managed Rate, but we will give you 30 calendar days personal notice before the amendment takes effect.

#### 15.5 *Notification of alterations*

- a) Where we have to provide you with notification of an amendment, we will tell you about it either by letter, email, statement messages or inserts or in any other way which is sent to you individually.
- b) When we say we will publish a change, we will make the alteration available in our Branches and on our website by the time of making the amendment or within three days after it. We may also at our discretion place notices in newspapers.
- c) If we can notify you about an alteration through a different medium we will do so in a way that we think is reasonable and which allows us to meet our legal and regulatory requirements.
- d) So that you are able to compare rates, our notices will show the old and new interest rates.

#### 15.6 *Accepting an amendment*

- a) When we give you advance notice of an amendment you may end this Agreement or close or change an account without charge within the notice period we give you. If you do not do so, we are entitled to assume that you have accepted the amendment on the date the amendment becomes effective. You are in any case generally free to close or change your related account at any time. We may also agree separate terms with you in writing.
- b) If you do not accept a change of which notice has been given to you under the provisions set out in these terms and conditions you should tell us before it comes into effect. Telling us that you do not accept the change will be deemed to be your request to close your account immediately and without any additional charge for closing your account.

### 16. **General liability**

16.1 If we break this agreement we will not be liable for any losses or costs arising from abnormal and unforeseeable circumstances outside our reasonable control, which would have been unavoidable despite all efforts to the contrary, for example delays or failures caused, amongst other things, by the action of any government or government agency, industrial action, problems with another system or network (such as CHAPS), mechanical breakdown or data-processing failures, any act, omission or delay of any agent, correspondent or paying bank, or any third party.

16.2 We will not be liable to you in any circumstances for:

- a) any business losses or costs you suffer, for example, loss of business, goodwill, profits or opportunities; or
- b) any type of special, consequential or indirect loss whatsoever.

16.3 You will not be liable for any payment instructions that you did not give yourself, even if they were given using your card or security details, unless we can prove either:

- a) that you have acted fraudulently in which case you will be liable without limit for all payments from the account that we have not been able to stop and for all related losses; or
- b) that you have been careless with your card or security details, for example if you do not inform us as soon as you think someone has found out your security details or is accessing your account without your authority or you broke your obligations in clause 5. In which case, depending on the facts of the case and any applicable legal requirements, you may be liable for payments from your account but only until you informed us that your card or security details have been lost, stolen or could be misused.
- 16.4 If you are not liable for a payment, we will refund the amount of the payment and any charges or interest that you may have paid as a result of it, and pay you any interest we would have paid you on that amount, and will not have any further liability to you.
- 16.5 Subject to the other provisions of this clause 16, we will be liable to you for any reasonably foreseeable loss, injury or damage resulting from any failure, delay or error in carrying out your instructions unless or to the extent caused by you, but our liability will be limited to the lower of:
- a) the amount of such loss, injury or damage; and
- b) the amount of any interest you do not receive or any interest you have to pay as a result of such failure, delay or error.
- 16.6 You will be liable for any costs incurred, loss, damage or liability we suffer as a result of any breach by you of the terms of this agreement.
- 17. Off-setting money between accounts**
- 17.1 If any money you owe us, for example, a loan, mortgage, overdraft or otherwise is overdue for payment, we may use any money in any of your accounts, whether or not those accounts are in the same currency, with us to reduce or repay (by way of set-off or otherwise) what you owe to us.
- 17.2 We can use our right of set-off, where you have accounts in your name alone, any accounts you hold with us in both a business or personal capacity as well as where you have accounts held joint with another person(s). In our sole discretion, in order to give you a reasonable opportunity to pay any outstanding sums we will tell you up to 5 Working Days before we do this unless we reasonably think that you will move your money to stop us.
- 17.3 If we decide to take action under clause: 17.1 and 17.2 we may (and you irrevocably authorise us to):
- bring to an end any Fixed Term Deposit Account you hold with us and adjust and credit interest payable by us; and
  - convert to the appropriate currency at our prevailing exchange rate any balance and in doing so we have no liability to you.
- 17.4 In addition, we can in the same way (unless prevented by insolvency law) use money in any of your accounts with us to reduce or repay any money you owe to another company within the İşbank Group.

17.5 We can use the money in your accounts to pay something you owe us or another company within the İşbank Group even if there is a court decision against you or you are fined (including interest arising after the date of the final decision or fine), unless the court instructs us otherwise, or we are otherwise prevented by law.

17.6 We are sometimes in receipt of legal instructions or notices to hold a customer's money for someone else or to pay it to a third party. If this happens to you, the money available to the other person will be what remains after we total the amounts we owe you on your affected accounts and deduct the amounts that you owe us, including any interest arising after the legal instruction or notice, unless we decide otherwise or we are otherwise prevented by law.

## **18. Terminating this Agreement, closing your account or ending a service**

18.1 If you are not happy about your choice of business current or savings account (except for a Fixed-Rate Term Deposit Account) within 14 calendar days of making your first payment into your account, we will help you to switch to another of our accounts or we will close your accounts and pay you the balance in your account with interest at the rate(s) if any applicable to your account. We will ignore any additional charges and any notice period that applies to your account.

18.2 This Agreement will continue until it is cancelled by you or by us. If you are paying any regular fees for an account or service, the amount you pay will be limited to the period for which we provide that account or service.

18.3 You may end this Agreement, or an account or other related service, at any time by writing to us, visiting us at a branch or by phoning us. Where you have not told us in writing, we may require confirmation in writing.

18.4 You will be treated as ending this Agreement in relation to an account if you do not make a payment into the account within two months of opening it.

18.5 We may end this Agreement or any account or service under it;

a) by giving you two months written notice; or

b) immediately if:

i. you are, or we reasonably consider you may be:

I. using or obtaining, or allowing someone else to use or obtain, a service or money illegally;

II. acting fraudulently;

III. behaving improperly (for example, in a threatening or abusive manner); or

ii. we reasonably consider that by continuing the agreement:

I. we may break a legal requirement or a court order or other authority;

II. we may be exposed to action from any government or regulator; or

III. you have seriously or persistently broken this agreement in any other way.

- 18.6 We may suspend or close an account or cease providing a service if:
- a) you are not eligible, or no longer eligible for an account or service; or
  - b) you do not use it for 36 months.
- 18.7 If we end this agreement or cease to provide an account or service, we will act in a manner we think is reasonably appropriate in the circumstances and will try to reduce the inconvenience to you.
- 18.8 When you or we end this agreement, any benefit, service or account we provide under it will end and you must:
- a) repay any money that you owe us, such as overdrafts and the amount of any cheques, card transactions or other payment instructions you have made and which have not yet been taken out of your account;
  - b) pay any charges or interest that you owe us (if you cancel, these will be the charges and interest applying to the period before the agreement is cancelled); and
  - c) return anything that belongs to us or that we have given you, such as cards and unused cheques (cutting both up before returning them).

If you or we end a service (but not the whole Agreement), you must take these steps as they apply to that service alone. We reserve the right not to close your account until you have met with terms of this clause 18.8.

- 18.9 When your account is closed, you are responsible for cancelling any direct payments, for example direct debits, standing orders, into or out from your account. If someone sends a payment to your closed account we will take reasonable steps to return the payment to the sender.
- 18.10 If this Agreement, or a service under it, ends, it will not affect any legal rights or obligations which may already have arisen or any instructions already given.
- 18.11 When this Agreement ends, or your account is closed, we will pay or transfer money we hold for you or owe to you under this agreement or in the account, to you, or to any other person you name in writing. However, we may keep enough money to cover any liabilities owed to us, for example anything you may owe us under clause 18.8 or, if you have broken this Agreement, any resulting loss of ours.
- 18.12 After this Agreement ends, we will retain such of our rights as we consider necessary to protect our position and general law will continue to apply.

## **19. Our dormant account process**

If there have been no payments in to or out from an account for a period of 2 years, and we have not heard from you within this period of time, we will write to you at your last known address stating that unless we hear from you to the contrary within 1 month from the date of our notice the account will be classified as dormant. The account will remain dormant for a further period of one year following which time, if we do not hear from you, the account will be closed and, any balance transferred to a general holding account which does not accrue interest. However, the funds remain your property and you will be entitled to reclaim any money transferred. We will need to re-identify you before making any payment.

## **20. Transferring rights and obligations**

- 20.1 No third party has any rights under the Agreement.
- 20.2 You cannot transfer any obligations or rights, benefits or interests under this agreement or in your accounts or income from them, or create any security over money in your accounts in favour of someone else without our written consent.
- 20.3 We may transfer all or any of our rights in relation to your account. We may also transfer any of our obligations but only to a person or entity we consider reasonably capable of performing them. References to us in these terms and conditions would then be read as references to the person or entity to which any relevant right(s) or obligation(s) were transferred.

## **21. Not enforcing this Agreement**

We may occasionally allow you extra time to comply with your obligations or decide not to exercise some of our rights. However, if we do so, we can still insist on the strict application of this Agreement later on.

## **22. The law applicable to this Agreement**

- 22.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 22.2 The parties agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

## **23. How to make a complaint**

- 23.1 It is the view of Türkiye İş Bankası A.Ş. that all of our customers are of the highest importance and accordingly all are to be treated with respect and fairness at all times. Should you feel that we have fallen short of these ideals or feel in anyway dissatisfied with our level of service we would like to hear from you.
- 23.2 You may, of course, express your dissatisfaction over the telephone, in person at a branch or in writing by letter or email to [info@isbank.co.uk](mailto:info@isbank.co.uk). However, you decide to express your dissatisfaction we would like to assure you that we will address the issue in a sympathetic and speedy manner.
- 23.3 We will do all we can to resolve your complaint within three Working Days. If we cannot do this we will tell you who is dealing with your complaint and we will write to you within five Working Days of receiving it detailing the Bank's understanding of the complaint and what we have done to resolve it. If we are unable to resolve the issue we will:
  - a) within four weeks of receiving your complaint, either send you our final response or a holding response explaining why the complaint has not been resolved yet, indicating that a further contact will be made within another four weeks;
  - b) after eight weeks, we will either send you a final response or another holding letter explaining the delay. If we have not sent you our final response within eight weeks from the date that you first made your complaint, or if you remain dissatisfied with our response, you may be able to ask the Financial Ombudsman Service to carry out an independent review.

- 23.4 The Financial Ombudsman Service will consider your complaint only if you meet the criteria set out in clause 23.5 and have first tried to resolve it with us, so please contact us with your concerns in order that we may do all we can to resolve them speedily.

You may contact the Financial Ombudsman Service by telephone on 0845 080 1800 or by writing to:

Financial Ombudsman Service  
South Quay Plaza,  
183 Marsh Wall  
London  
E14 9SR

- 23.5 The Financial Ombudsman Service will only consider your complaint if you are:
- a) a business which employs less than 10 employees and has a turnover of less than EUR 2 million;
  - b) a charity which has an annual income of less than £1 million at the time you make the complaint; or
  - c) a trustee of a trust which has a net asset value of less than £1 million at the time you make the complaint.

A business includes a sole trader, a company, an unincorporated body and a partnership carrying on any trade or profession. A subsidiary of a corporate group will be eligible only where the corporate group as a whole meets the turnover test.

## **24. The Financial Services Compensation Scheme**

We are members of the Financial Services Compensation Scheme ("FSCS"). You may be eligible for compensation from the FSCS. If you would like to learn more about the FSCS, more information can be found on its website: [www.fscs.org.uk](http://www.fscs.org.uk).

## **25. Our Regulators and how we are regulated**

- 25.1 Türkiye İş Bankası A.Ş is incorporated in Turkey and has been licensed to operate as a bank by the Turkish Banking Regulation and Supervision Agency.
- 25.2 In the United Kingdom, Türkiye İş Bankası A.Ş. is registered in England and Wales under Company No. FC012054 with branch number BR001619. Türkiye İş Bankası A.Ş is authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. Our firm reference number is 204708.
- 25.3 Our VAT Number is 397281706.
- 25.4 We follow advertising codes regulated by the Advertising Standards Agency (ASA). If you would like to complain about to the ASA about any of our advertising, you can do so through their website, [www.asa.org.uk](http://www.asa.org.uk). You may find out more about the advertising codes of the ASA by visiting their website or calling them on 0207 492 2222, faxing them on 0207 242 3696 or writing to them at:

The Advertising Standards Authority  
Mid City Place  
71 High Holborn  
London  
WC1V 6QT

**26. General Information**

- 26.1 We will communicate with you in English.
- 26.2 Our charges will include our delivery costs, if any, and any tax you have to pay through us. You may have to pay other taxes or costs, which you do not pay us or through us.
- 26.3 For more information visit us at [www.isbank.co.uk](http://www.isbank.co.uk) or visit us at one of our branches.
- 26.4 We will retain a copy of this Agreement, which will be available on our website or on request.
- 26.5 Each of the terms of this Agreement is severable from the others and if one or more of them becomes void, illegal or unenforceable, the remainder will not be affected in any way.

**27. Contact details**

- 27.1 You may contact us for general enquiries by calling your dedicated customer relationship manager or by writing to us at one of the following addresses;

Türkiye İş Bankası A.Ş London Branch  
8 Princes Street  
London  
EC2R 8HL

Tel no; 0207 397 1400

Türkiye İş Bankası A.Ş Edmonton Branch  
14 South Mall,  
Edmonton Green,  
London  
N9 0AL

Tel No; 0207 397 1440

You may also contact us by email at [info@isbank.co.uk](mailto:info@isbank.co.uk)

- 27.2 For personal information queries and requests please write to the Compliance Officer at the above address.
- 27.3 To tell us about a change of name / address please visit us at your branch or send us a change of name / address form which you may obtain at your branch.
- 27.4 To tell us if your Debit Card is lost or stolen or you suspect someone knows your PIN or if there is any risk your card or card number may be misused for any reason at all, contact your customer relationship manager as soon as possible or alternatively by calling the Lost/Stolen reporting line.