



AL RAYAN BANK



SHARIA COMPLIANCE GUARANTEED
Profit not interest

Banking you can **believe** in

Business Banking

Terms and conditions

alrayanbank.co.uk



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1: Introduction

1. Introduction

- 1.1 These **business account conditions** apply to **our business account**. This type of account is designed for those of **our** customers who wish to have a bank account for purposes other than their own personal financial use. Business users will normally be one of the following:
- 1.1.1 A person operating a business in his or her own name or under a trade name. This type of business arrangement is sometimes referred to as a sole trader;
 - 1.1.2 Two or more persons who establish a partnership together to operate a business with a view to making a profit from their activities;
 - 1.1.3 Two or more persons who establish a limited liability partnership with a view to making a profit from their activities;
 - 1.1.4 A company, which is a separate legal entity incorporated with limited or unlimited liability, either under UK law or the law of another country;
 - 1.1.5 A club, association, society, personal representative, trustee, charity, **masjid** or other group where a person, group or body is providing a service for the benefit of others.
- 1.2 If **you** wish to open a personal account for **your** own personal financial matters **you** should not apply for a **business account**. A member of **our** staff will be happy to provide **you** with details of **our** accounts designed for personal use.

2. Purpose of this booklet

- 2.1 The **business account conditions** set out the agreement between **you** and **us** and explain how the **business account** operates. **You** should keep **your** copy of this terms document in a safe place for future reference. However, further copies of these **conditions** are available to **you** on request. This document should be read in conjunction with **our business tariff list** and any **special conditions** applicable to **your account**.
- 2.2 There are two categories of accounts under Payment Services Regulations 2017; 1. **payment accounts** and 2. **non-payment accounts**. All **our accounts** fall into either one of these categories.
- 2.3 Subject to 2.4, if **your account** is a **payment account**, **we** can change these **conditions**, the **special conditions**, the services, the conditions which apply to the services on **your account**, the charges for the day to day running of **your account** and the target profit rates applicable on **your account** if **we** give **you** at least two months prior notice of the change. The change will automatically take effect and **you** will be taken to have accepted the change unless **you** notify **us** in writing that **you** do not agree to the change. If **you** notify **us** that **you** do not accept a change **we** will take this as notification that **you** wish to close **your account** immediately.

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- 2.4 If **your account** is a **payment account**, **we** do not need to give **you** prior notice in accordance with clause 2.3 of any change to the target profit rates payable on **your account(s)** where the change is to **your** advantage or where the target profit rate is linked to a reference rate (from a publicly available source). **We** may apply the change to **your account** immediately and **we** will notify **you** in accordance with clause 2.6.
- 2.5 If **your account** is a **non-payment account** **we** can change these **conditions**, the **special conditions**, the services, the **conditions** which apply to the services on **your account**, the charges for the day to day running of **your account** and the target profit rates applicable on **your account** if **we** give **you** one month's notice before the changes take effect.
- 2.6 If **your account** is a **payment account** or **non-payment account** and **we** make a change to the target profit rate payable on **your account**, **we** will notify **you** through **our** website, a notice in **our** branches, or by writing to **you**. For any other change **we** may notify **you** personally.
- 2.7 These **conditions** apply to **your business account** and are in addition to any **special conditions** that may apply to **your account** or to any other products or services **we** offer or which are contained in **our** application form or that came with **your card** or at the front of **your** cheque book. Where these **conditions** conflict with any **special conditions** these **business account conditions**, the **special conditions** will prevail. If **you** need any further information please contact **us** on 0800 4086 407.

2: Words with special meanings

1. Words with special meanings

In the sections of this booklet that follow, words are used that have special meanings. **We** have put these special words in bold text to help **you** understand what those special words mean when used in this booklet. The special words are incorporated as part of **our conditions**. The following are the special words that are used together with their special meanings:

Special word	Meaning
business account “the account”	Your business current, savings, 60 day notice account, fixed term deposit account or any other account(s), products and services you hold with us or we may offer. These business conditions apply to you even if the business account number changes.
Business Current Account	Your Business Current Account or the “ account ”. The business account conditions and the relevant special conditions apply to your Business Current Account even if the name on the Business Current Account or the number changes.
business information	Information on your business including, where relevant, personal information on you, your directors, shareholders, authorised officials, employees, customers and any other persons where relevant.
business tariff list	The list of charges, costs, fees or other expenses which apply to your business account and which is given to you when you open a business account with us .
card	A plastic multi-purpose card which you may use as a cash withdrawal card or debit card to purchase goods and services.
cash reserve	The facility described in Section B of these terms and conditions.

Special word	Meaning
cash reserve limit	The limit of the cash reserve as set out in Section B of these terms and conditions.
computer(s)	Any equipment with which you , the primary user and any secondary users access and communicate with the Digital business banking service .
conditions	The business banking terms and conditions or the “ conditions ” that govern your business account described in this booklet.
contract	The application form and associated terms and conditions.
joint	Two or more of you .
linked account	Your Business Current Account and business savings account which are connected to each other to provide for the two way transfer of funds between such accounts. These transfers can be activated at particular thresholds chosen by you .
mandate	The document which authorises the conduct of your business account by setting out the specimen signatures of those who can operate the business account .
masjid	Premises for which the main purpose is to provide a place for the Muslim community to engage in prayer.
masjid account	A business account opened in the name of and for the sole benefit of a masjid .
masjid current account	A Business Current Account opened in the name of and for the sole benefit of a masjid .
memorable information	A confidential combination of between 6 and 10 alpha numeric characters chosen by you to identify you when you use our Digital Banking service . For example, you might choose a place name or a memorable event.
Digital business banking service	The service with your account (that we may automatically provide when you open an account) as described in these conditions , which allows you to view, transact business upon and manage your account(s) by using the internet or any other means that we may make available in future.
non-payment account	A restricted access account such as the fixed term deposit accounts and 60 day notice account.

Special word	Meaning
password	A confidential sequence of 8 alpha numeric characters (numeric characters only when reset applied) used to identify you when you use our Digital business banking service .
payee	The person named on a cheque to whom the amount described on the cheque is to be paid, or the person to whom an electronic payment is addressed.
payment account	All flexible accounts such as current accounts and instant access savings accounts.
personal information	Personal and financial information about an individual that we obtain from you , from our own credit or anti-fraud checks or from third parties such as credit reference agencies, fraud protection agencies or other organisations.
PIN	A "Personal Identification Number" and is a confidential number which allows you to use your debit card to buy things, withdraw cash and use other services at self-service machines .
primary user	The individual appointed by you who is a signatory on your business account and who will be responsible for managing and maintaining your business account , assigning and maintaining access levels to all secondary users and protecting their user IDs and passwords .
secondary user	An individual appointed and given access to the Digital business banking service by the primary user .
self-service kiosk	Our own self-service terminals, located within branch and other locations that allows you access to your account(s) information and to transfer funds using your debit card and PIN access.
self-service machines	An automated teller machine (ATM) or free-standing machine which enables you to use your card in order to get cash, information and other services.
Sharia Supervisory Committee	The committee which we have established comprising of eminent religious scholars to advise us on the Sharia rules and principles upon which your business account and all our other products and services will operate.
special conditions	The relevant special conditions that govern any additional facilities such as the cash reserve , or any other products or services that you may apply for which for example include but not limited to our fixed term deposit accounts, 60 day notice account and on demand savings account.

Special word	Meaning
tariff list	The list of charges, costs, fees or other expenses which apply to your account(s) and which is first given to you when you open an account with us .
Third Party Provider (TPP)	<p>An Account Information Service Provider (AISP) or a Payment Initiation Service Provider (PISP) authorised by law to access information or to give instructions to make certain online transactions for you. An AISP provides online account information services. If you have given them your permission, the AISP will be able to access certain online account information from your account(s) with us and one or more other providers to give you a consolidated view.</p> <p>A PISP provides online payment initiation services. If you have given them your permission, the PISP will initiate any transactions you can make through your Internet banking (for example, balance or money transfer).</p>
user ID	A confidential number generated automatically by our system and sent to you . This is the first of your log on details required for accessing our Digital business banking service .
we, us and our	Al Rayan Bank PLC. Registration No. 4483430. Our registered office is located at 44 Hans Crescent, Knightsbridge, London, SW1X 0LZ.
withdrawal	A withdrawal from your business account which is only completed once we have processed your request to pay money out of your business account .
working day	Any day on which banks are usually open for business in the United Kingdom, excluding Saturdays, Sundays and bank or other public holidays.
you and your	The person or persons signing the application form, for a business account and the words you and your are to be construed according to the context. If your business account is held with others (for example a partnership), these business account conditions and the relevant special conditions (if applicable) apply to all of you individually as well as together. If your business account is held for a company, a club, society, association, charity or masjid these business account conditions and the relevant special conditions (where applicable) apply to such company, club, society, association, charity or masjid or those acting on behalf of any of the same.
your account(s)	The account(s) which you have with us which are accessible through our Digital business banking service .
your security details	Your password and memorable information together with any other security information which we may ask for from you from time to time so that you may access our Digital business banking service .



Section A: Business Banking conditions

1. Sharia Supervisory Committee

- 1.1 **We** will at all times operate the **business account** in accordance with the rulings and guidance given by **our Sharia Supervisory Committee**. **We** both agree to be bound by the rules and guidance of the **Sharia Supervisory Committee** with respect to all matters relating to the interpretation and application of Sharia to the **business account**. See **our** website for related Sharia rules relating to **your account** issued by **our Sharia Supervisory Committee**.
- 1.2 All amounts held in the **business accounts** which **we** maintain on behalf of **our** business customers are held in strict conformity with the rules of the Sharia as determined by **our Sharia Supervisory Committee**. Unlike conventional interest based bank accounts, **we** do not pay interest on the **business account** nor do **we** use **your** money for prohibited interest based lending. **We** may however place the money **you** deposit in **your account** in Sharia compliant investments which **we** select but always in accordance with the requirements of the Sharia principles and the law and as agreed in **special conditions**.
- 1.3 If **you** would like details of the members of **our Sharia Supervisory Committee** then please visit **our** website.

2. Your business account and the facilities available to your business and the information we will need

- 2.1 Before **we** are able to open a **business account** for **you** **we** will need to ask **you** for proof of **your** identity and details of **your** financial standing. For further details on this please see **our** booklet "Proof of Identity for Businesses, Charities, Masjids and Madrasahs" in relation to verifying the identity of individuals. Before **you** can operate a **business account** with **us** **we** will need to meet **you** face-to-face to complete the necessary formalities. **We** will need to ask **you** to provide **us** with certain information and documentation before **we** can open **your business account**. **We** need to do this to protect **you, us** and others from the risk of fraud.
- 2.2 **We** will need to ask **you** and other persons who are permitted to sign on the **business account** to complete a **business account mandate**. This **mandate** is the document that contains the specimen signatures of those who can sign cheques and authorise payments on the **business account**.
- 2.3 **We** may require **you** to confirm that the nature of **your** business is in accordance with Sharia principles.

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- 2.4 If **you** wish to open a **business account** on behalf of a company **we** will require information and documentation about that company and its directors. For example **we** will require a copy of **your** Certificate of Incorporation or other constitutional documents, the Board Resolution authorising the establishment of the **business account** and the identity of the directors and shareholders.
- 2.5 If **you** wish to open a **business account** for an association, club, society, charity or **masjid**, **we** will require details of the rules of such association, club, society, charity or **masjid**, evidence of adequate authorisation to open the **business account** and other information which **we** consider relevant to opening **your business account**.
- 2.6 **You** can give **your security details** to authorised **TPPs** to provide **you** with account information services and/or payment initiation services.
- 2.7 **We** may also require other information in relation to **your** business in order to fulfil **our** obligations under anti-money laundering legislation and best practice.
- 2.8 Before **we** grant **you** any business finance facility, **we** will assess whether **we** think that **you** will be able to repay it. This assessment will include, but is not limited to, looking at the following:
- (a) **Your** business plan and accounts **your** business cash flow, profitability and existing financial commitments;
 - (b) Any persons' financial commitments which may affect the business;
 - (c) Making any checks in accordance with clause 2.11.
- 2.9 Once **your business account** with **us** has been established **you** will be able to communicate with **us** by telephone and post as well as by personal visits to one of **our** branches.
- 2.10 When **you** open a **business account** with **us** **we** will give **you** a copy of **our business tariff list** at that time. **You** can check **our business account** fees at any time by telephoning 0800 4086 407, by asking **our** staff at one of **our** branches for a current **business tariff list** or by checking on **our** website www.alrayanbank.co.uk. The **business account** facilities **we** are able to offer **you** will depend on a number of factors and **we** may offer different facilities to different customers.
- We** will be happy to discuss these different facilities with **you** and also explain how **you** may apply for them.
- 2.11 **Your business account** may only be operated by **you** or by those who are authorised in accordance with the completed **mandate** given to **us**. If **you** wish to authorise other persons to sign cheques or make payments on the account **you** will need to tell **us** so that **we** can arrange with **you** for the **mandate** to be amended.
- 2.12 **We** will only open **your business account** once **we** have received a duly completed application form (together with any other forms, documents and information that **we** may have requested) from **you** and carried out any checks that **we** consider appropriate. **We** will be making checks with one or more credit reference agencies. **We** reserve the right to decline opening the **business account** in **our** sole discretion and if **we** refuse to open a **business account**, **we** are not obliged to explain **our** reasons for such refusal.

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- 2.13 **We** will assume that any credit balance in **your business account** belongs to **you**. By depositing money into the **business account you** are deemed to confirm that no one else has a right to or an interest in the monies. **We** may not deal with third parties claiming an interest in **your business account** even if **you** have authorised **us** to deal with such third parties in writing unless it is in accordance with condition 2.10 or **we** are required to do so by a court order or due to a requirement of law.
- 2.14 Where **your business account** is a **masjid account**, **we** will offer a free **cash reserve** of up to £1,000 as set out in Section B of these terms and conditions. However, **we** do not permit overdrafts in relation to any other type of **business account**, so in relation to other types of **business accounts you** must not allow such **accounts** to become overdrawn.
- 2.15 **We** offer **our** business customers a number of services such as the provision of duplicate statements, payment services and banker's drafts. **Our business tariff list** sets out **our** charges for services and other matters and **you** agree to pay the charges when they become due for payment. Unless **you** have subscribed to a bundle service offering, which will have its own fee structure which will have been advised to **you** at the time **you** subscribed.
- 2.16 **You** have the right to obtain a copy of the **contract** at any time.
- 2.17 **You** have the right to cancel **your** application without penalty and without giving any reason, within 14 calendar days from either the day of the conclusion of the **contract**; or from the day on which **you** receive the contractual terms and conditions and any other pre-contractual information, if that is later than the date of the conclusion of the **contract**.
- 2.18 In the event of suspected or actual fraud or security threats to **your account**, **we** will use SMS, telephone, post or another secure procedure to contact **you**. **You** may also be asked to verify **your** identity for security purposes.

3. Your liability to us

- 3.1 If **you** operate **your business account** with **us** as a sole trader **you** are personally responsible for the operation of the **business account** and for any monies **your** business owes to **us**.
- 3.2 If **you** operate a **business account** as a partnership, a trustee or a personal representative each individual partner, trustee or personal representative will be jointly and individually liable to **us** for the operation of the **business account**, even if **you** are no longer a partner, trustee or personal representative unless **you** have agreed with **us** in writing that **you** are no longer liable. **We** have the right to demand payment from any **business account** holders for all or any monies owed to **us** in connection with the **business account**.
- 3.3 If **you** operate a **business account** as part of a company, club, society, association, charity or **masjid** and **you** operate such **business account** fraudulently or in a way which is outside the scope of the constitution, rules or authority of the company, club, society, association charity or **masjid**, **you** may be personally liable for monies owed to **us** in connection with the **business account**.

4. Paying money into your account

4.1 **You** may pay money into the **business account** by any of the methods set out below:

4.1.1 By paying-in cash or cheques at one of **our** branches; or

4.1.2 By post or courier to **our** Head Office (cheques only); or

4.1.3 By paying-in cash or cheques at the branch of another accepting bank; or

4.1.4 By transferring money directly into **your business account** by using **our Digital Banking service** (Section C).

4.2 **You** may pay both cash and or cheques into **your business account**. **We** will treat cash and cheques as received in **your account** on the same day that they are paid in through one of **our** branches provided that **you** pay the cash or cheque into **your account** before the applicable cut-off time on a **working day** as listed in clause 4.2.4. If **you** make payment into **your account** after the applicable cut-off time or at any time on a non-working day we will treat the payment as received on the next **working day**. **We** set out below the number of **working days** it will take to clear cash and cheques before **you** can **withdraw** against them ('clear' meaning the process by which **we** make the value of **your** cash or cheque deposit available to **you** in **your account**):

4.2.1 Cash paid into **your business account** at one of **our** branches will normally be available for **you** to make **withdrawals** against on the same day.

4.2.2 A cheque paid in at one of **our** branches will usually be cleared by the end of the next **working day** before **you** can **withdraw** against it. If **you** send **us** a cheque by post, clearance time will begin on the day **we** receive the cheque (and not the day **you** post it). A cheque denominated in a foreign currency will take longer to clear before **you** can **withdraw** against it and **you** should ask branch staff for clearance times for the currency deposited. Banker's cheques or drafts will be treated as cheques for clearance purposes.

4.2.3 Cash, cheques, or a combination of cash and cheques paid into the branch of another accepting bank will usually take two **working days** to clear.

4.2.4 The cut-off time may vary depending on the type of deposit in line with the table below:

Payment type	Cut-off time (on a working day)
Cash deposit at Al Rayan Bank branch	4:00pm (some branches may operate extended cut-off times, please check with the branch you intend to visit in advance)
Cheque deposit at Al Rayan Bank branch	2:30pm

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- 4.3 **You** must make sure that payments into **your business account** are properly made out:
- 4.3.1 If **you** are a sole trader, the payments or cheques should be made payable to **you** personally or in **your** trading name;
- 4.3.2 If **you** are a partnership, payments or cheques should be made payable to any or all the partners or to **your** trading name;
- 4.3.3 If **you** are a company, payments or cheques should be made payable to the company or to its trading name; and
- 4.3.4 If **you** are a club, society, association charity or **masjid**, payments or cheques should be made payable to that club, society, association charity or **masjid** in its own name.
- 4.4 The balance of **your business account** may include cheques and other items not yet cleared and **we** will refuse to let **you withdraw** against uncleared deposits.
- 4.5 If a cheque is returned unpaid (i.e. a returned cheque) **we** will deduct the returned unpaid amount from **your business account** and will tell **you** that this has been done. **We** may represent the cheque to the bank of the person who issued it, or **we** may return it to **you**. **We** may charge **you** a service fee if **we** have to do this.
- 4.6 If **you** send **us** cheques by a delivery service, a courier or through the post, **we** will only accept responsibility for payments once they have been received and checked by **us**. **We** do not accept responsibility for cash sent to **us** by a delivery service, a courier or through the post.
- 4.7 If the total amount of the payments into **your business account** is added up incorrectly on the paying-in slip and the difference is over £1, **we** will correct it and add the right amount to **your business account**. **We** will tell **you** that **we** have done this. If the difference is £1 or under, **we** will correct the amount but will not tell **you** that **we** have done so.
- 4.8 **We** do not allow cheques made out to another person to be paid into **your business account**.
- 4.9 Where legal reasons require, or in certain limited circumstances beyond **our** control, the payment of a cheque into **your business account** may be prevented or may take longer than the time periods set out in clause 4.2.

Foreign cash and cheques

- 4.10 **We** will accept an electronic payment in a foreign currency. If **you** make or receive such a payment into **your business account**, **we** will first convert the foreign currency into pounds sterling at **our** then prevailing exchange rate (at the best rate available to **us** for this purpose) but **we** reserve the right to make a charge for this service. **We** will advise **you** in writing of the transaction details as soon as practically possible.
- 4.11 When **you** pay a foreign cheque into **your business account** **you** must endorse the cheque by signing it on the back.

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- 4.12 If **you** pay a foreign currency cheque into **your business account** and **we** agree to collect the payment from the foreign bank, **your business account** will be credited once the cheque has cleared and **we** have received the funds from the foreign bank without recourse. The credit will be less any third party banking/clearing charges that **we** will advise **you** of once **we** are notified, in addition to **our** own applicable charges which **we** advise on in **our business tariff list**.
- 4.13 If the cheque is returned unpaid **we** will have recourse to **you** (as well as anyone who has signed or endorsed the cheque) and **we** will be entitled to deduct the amount credited to **your business account** in respect of that cheque reconverted into the currency of the cheque. That means that if the relevant currency exchange rate has changed in the interim **we** may debit **your business account** with a greater amount than the sum **we** originally added.
- 4.14 Because some countries operate foreign exchange restrictions and controls it may not always be possible for **us** to collect a cheque made payable in a foreign currency.
- 4.15 **Our** current business account charges are published in **our business tariff list** and include the fees **we** charge for payments of foreign currency cheques and Sterling cheques into **your business account**.
- 4.16 Some businesses may receive foreign payments by other means. Normally **we** will deal with such payments in the same way that **we** deal with foreign cheques. If **you** wish to make special arrangements with **us** for foreign payments **you** should contact **us**.

5. Payments out of your business account

- 5.1 Subject to there being sufficient cleared funds in **your business account**; **you** may **withdraw** money from **your business account** by any of the methods set out below:
- 5.1.1 By using **your card** for purchases in a shop, online, over the phone etc or at a **self-service machine** (if this facility is available to **you**) to withdraw cash or to review balance information. Cash withdrawal is subject to a daily limit. If **you** wish to withdraw a higher amount than **your** daily limit, **we** will require at least forty eight (48) hours prior notice (please check **your** withdrawal limit with **us** prior to any cash withdrawal); or
- 5.1.2 Over the counter at one of **our** branches by writing a cheque; or
- 5.1.3 By setting up a regular standing order; or
- 5.1.4 By way of a direct debit instruction; or
- 5.1.5 By **us** processing **your** valid payment instructions; or
- 5.1.6 By **you** using **our self-service kiosk** to make external payments when this service is available; or
- 5.1.7 By **you** authorising PISPs to instruct **us** to make withdrawals or payments from **your account** on **your** behalf; or
- 5.1.8 By any other way **we** may agree with **you** in writing.

- 5.2 **We** may, for your protection, restrict the daily amount **you** can **withdraw** and spend by using **your card**. When **you** open **your business account** **we** will inform **you** of the daily limit applicable to **your business account**.
- 5.3 The cut-off time for UK payments may vary depending on the type of payment in line with the table below:

Payment type	Cut-off time (on a working day)
Outward UK Sterling CHAPS and Faster Payments	5:00pm
Outward international payments	3:30pm (not available online)

- 5.4 Cash **withdrawn** from **your account** by using a **card** in a **self-service machine** will usually be debited from **your business account** immediately and payments made for purchases with a **card** will be debited the same **working day**. Other payments from **your business account**, such as standing orders, direct debits or cheques will be debited on the **working day** that they are due for payment.
- 5.5 Sometimes payments to be made from **your business account** may be subject to a delay for procedural checks or be refused for other reasons. If **your** payment has been refused then **we** will notify **you** the next **business day** following receipt of the payment order, **we** will advise **you** the reason for the refusal unless it is unlawful to do so.
- 5.6 **We** may suspend, withdraw or restrict the use of **your business account** at any time if **you** breach any of these **conditions** or any **special conditions**, if **we** have reason to believe that **you** are operating **your account** illegally or if **we** suspect the **account** is otherwise being misused. **We** will tell **you** before **we** take this action, or as soon as possible afterwards either by telephone or letter.
- 5.7 **We** do not charge **our** customers for making **withdrawals** from **self-service machines** although the operator of the **self-service machine** may levy a charge when **you** use certain **self-service machines** and they will clearly advise **you**, awaiting **your** acceptance to proceed. However, if **you** make a **withdrawal** from a **self-service machine** while **you** are outside the UK, a charge will apply. **Our** current charges are published in **our business tariff list**.
- 5.8 Except in relation to cheques and cash withdrawals, when **you** give **us** a payment instruction, **you** must give **us** the sort code and account number of the destination account for payments in the UK or the equivalent information for payments outside the UK and any other details **we** ask **you** for such as the name of the person **you** are sending the payment to. **You** are responsible for ensuring that payment details are correct. **We** will not be liable if **your** payment is delayed or sent to the wrong person because the details **you** gave **us** were incorrect. If a payment instruction does go to the wrong person **we** will use reasonable efforts to recover payment for **you**. **We** may charge **you our** reasonable costs for this service. If it is not possible to recover the payment amount, **you** can request

from **us** all the relevant information in relation to the transaction including the name and address of the recipient so that **you** may contact the recipient directly to reclaim **your** funds. **We** will provide this information on receiving a written request from **you**, unless the law prevents **us** from doing so.

- 5.9 If **you** do not recognise a **card** transaction which appears on **your** statement, including those initiated by a **TPP**, **you** can claim a refund from **us**. To do this **you** will need to tell **us** as soon as possible and within 13 months of the date of the transaction otherwise **you** will not be entitled to redress. In some cases, **we** will need **you** to give **us** confirmation or evidence that **you** have not authorised a transaction.
- 5.10 **We** will not make a refund if **we** have reasonable grounds to believe that **you** are not entitled to the refund at the time of the request. In these circumstances, **we** will investigate as quickly as we can.
- 5.11 **We** will normally refund **your** account by the end of the next **working day** with the payment amount and any charges **you** have paid as a result of the payment unless **we** can show that **you** did authorise the payment or if **we** suspect fraud or **we** can show that with gross negligence **you** failed to keep **your** card or **security details** safe, (gross negligence means that something **you** have or have not done was very obviously wrong or careless).

6. Writing cheques and stopping payments

- 6.1 If **we** have agreed to provide **you** with a cheque book, it is **your** responsibility to ensure that each cheque **you** issue is completed correctly. **You** must not alter or amend in any way the printed writing on the cheques. The printed writing is important for a number of reasons and if changes are made **we** may refuse to honour the cheque.
- 6.2 When **you** write a cheque, write clearly the name of the **payee**, the amount in words and figures as well as the date. **You** must sign the cheque otherwise the cheque will not be valid for payment.
- 6.3 **You** should not write a future date on a cheque, as it may not prevent the person to whom **you** give it from paying it into their bank account before that date. If this happens **we** will not be liable to **you** for any loss that **you** may suffer as a result.
- 6.4 **You** may only write cheques for sterling amounts. If **you** want to make a payment to another person in a foreign currency **we** can advise how best to do this.
- 6.5 **You** must keep **your** cheques secure, and there is important information about the security of **your** cheque book and writing cheques inside the front cover of the cheque book that **we** will provide to **you**. This information forms part of these **business account conditions**. **You** will be liable for any losses incurred as a result of failing to keep **your** cheques secure.
- 6.6 Cheques can be presented for payment by the **payee** up to six months after the date written on the cheque. **We** do not usually pay amounts from **your business account** if the cheque is presented after this period although **we** may decide to pay it at **our** discretion. If **we** do decide to pay a cheque after this period **we** will not be liable to **you** in any way whatsoever.

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- 6.7 The cheque book and all cheques remain **our** property and must be returned to **us** on demand. **We** will not usually ask **you** to return **your** cheque book or the unused cheques unless something has gone wrong. This may mean for example that **you** have breached the **business account conditions** or if **we** believe that the cheques are being used for fraudulent purposes either by **you** or by someone else.
- 6.8 **You** may request **us** to “stop” the payment of one of **your** cheques by contacting **us** by telephone or by visiting **your** local branch as soon as **you** know **you** want the payment “stopped”. There are certain circumstances where **we** may not be able to “stop” the payment such as where **we** have already made the payment.
- 6.9 **You** must inform **us** immediately if **you** become aware that **your** cheque book or any cheques have been lost or stolen, or if **you** think someone has altered one of **your** cheques. **You** will be liable for losses which occurred prior to notification. Once **you** have informed **us** **we** will cancel **your** unused cheques and issue **you** with a new cheque book. If **you** later find a missing cheque book **you** must return it to **us** so that it can be destroyed securely.
- 6.10 If **you** suspect that a cheque or several cheques have been used fraudulently, **you** must inform **us** and the police immediately. **You** agree that if **your** cheques have been used fraudulently, **we** may disclose information relating to such fraudulent use and **your** **business account** generally to the police.

7. Foreign transactions

- 7.1 If **you** carry out a **card** transaction whilst abroad (i.e. in a currency other than pounds sterling), **we** will convert the foreign currency into pounds sterling before debiting **your** **business account**. A commission charge for exchanging currencies may be payable if **we** have to arrange such conversion with a third party in which case the charge will be itemised on **your** next statement. See **our business tariff list** for applicable charges for using **your card** at a **self-service machine** abroad.

8. Statements

- 8.1 **Business account** statements will be sent to **you** (by post and/or online or any other electronic method agreed between us now or when made available such as text messages, which may also include **special conditions**) monthly (unless otherwise agreed) or if required by any applicable law or regulation.
- 8.2 Apart from sending **you** a regular statement, **you** may request a mini-statement at any of **our** branches. **We** will require **you** to produce identification before **we** give out any **business account** information.
- 8.3 Upon receipt of **your** statement, **you** should check it to make sure that all entries are correct. If **you** think an entry is wrong **you** should inform **us** immediately so that **we** can investigate the entry for **you** and resolve the matter.

8.4 **We** will ensure that all transactions on **your business account** are properly recorded. If however for any reason, there is a mistake or error in the recording of any transaction (either a credit or a debit transaction), **we** will rectify the mistake and/or error by taking such action as may be appropriate which may include recovering sums wrongly paid or credited to the **business account**. In such situations **we** will not require authorisation from **you** to debit **your business account**. In accordance with clause 5.7 above, if a payment goes in to **your** account by mistake, and **you** refuse to refund the incorrect payment, **we** may also provide sufficient details about **you** and the incorrect payment to the bank that sent the payment to enable them to pass this information on to the payer, so that they can take legal action to recover the funds.

9. Additional services

We may agree to give **you** additional services with **your business account**. These additional services are not available to all customers and depend on a number of factors such as maintaining a minimum balance or having all **your** business income credited to **your business account**. **Our** staff will be pleased to discuss which additional services **you** may be entitled to and what the criteria are.

9.1 Standing orders and direct debits

9.1.1 Standing orders and direct debits are both ways in which **you** can make regular payments. **You** can instruct **us** to make a regular payment by completing a standing order form (available from any branch) and by giving **us** details of the person or company to whom **you** want payments to be made. A direct debit authorises **us** to debit money from **your business account** when **we** receive instructions from a specified company or person. A direct debit is set up directly by **you** with the specified person.

9.1.2 **You** can cancel a standing order or a direct debit by contacting **us**. Should **you** wish to do so, **you** must notify **us** in writing at least ten **working days** before the date on which the standing order or direct debit payment is due. If **you** are cancelling a direct debit, **you** should also inform the specified person.

9.1.3 Please note if **you** are to make a scheduled payment for one of **our** products or services and that commitment falls on a non business **working day** and **we** are to collect such funds and apply to **your account**, **we** will do so by rolling the payment over to the next available **working business day**.

9.2 Debit card facility

9.2.1 When **you** open **your account** **you** can ask for an Al Rayan Bank **card**. **Our card** can be used as a debit **card** to pay for goods and services from retailers/merchants and cash **withdrawal** (i.e. for use in a **self-service machine**) although **you** may not be eligible for some or all of these features. **We** will tell **you** what features **you** qualify for when a **card** is granted. **A card** is not available on **business accounts** that operate with **joint** signatories, or where the amount that the signatories may withdraw is limited by the **mandate**.

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- 9.2.2 When **we** send **you** a **card** make sure the name on the card is correct and that **you** read the information that **we** provide **you** along with **your card**. The information will inform **you** how to use the **card** and what to do if **your card** becomes lost or is stolen.
- 9.2.3 Upon receipt of **your card** **you** must sign it immediately on the reverse with a ballpoint pen. **Your card** only becomes operative when **you** have correctly completed the activation process set out in the instructions delivered with it.
- 9.2.4 **Our** system will automatically generate a **PIN** for **you** although **you** may change it at a **self-service machine** when **you** use **your card** for the first time where the **self-service machine** offers this service. **You** will be able to use the same **PIN** to make transactions with **your card**.
- 9.2.5 **Your card** belongs to **us** at all times and must be sent back if **we** ask for it. It is only valid from the "valid from" date shown on the **card** until the "expiry date" which is also shown on the **card**. Prior to the expiry date, **we** may send **you** a replacement **card** which **you** should sign immediately. The old **card** should be destroyed by cutting it twice through the magnetic stripe and once through the chip.
- 9.2.6 **We** will usually debit **card** transactions on the same **working day**. Once a payment made by a **card** has been authorised **you** can no longer cancel it. If a supplier gives **you** a refund, **we** will credit **your business account** after the refund is received from the supplier.
- 9.2.7 **You** must not use **your card** to become overdrawn on **your business account**.
- 9.2.8 **You** must not use **your card** to carry out a transaction that is prohibited by Sharia (as determined by **our Sharia Supervisory Committee**).

9.3 Looking after your card

- 9.3.1 At all times, **you** must take care:
- To stop anyone else using **your card**;
 - Not to keep **your card** together with any cheque book for **your** account; and
 - To keep **your card** safe and to prevent it from being lost, stolen or used by anyone else.
- 9.3.2 **You** must only tell or show someone the numbers printed on **your card** if **you** are carrying out a transaction.
- 9.3.3 **You** must take all reasonable steps to keep **your PIN** secret at all times and **you** must:
- Take every care to stop anyone else using it;
 - Immediately destroy the piece of paper **we** send **you** to tell **you** what **your PIN** is;
 - Never write down **your PIN** on **your card** or anything usually kept with it or in any way which could be understood by someone else;
 - Use chip and **PIN** transaction at all possible times beyond any contactless technology permitted use or daily limits

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- 9.3.4 If **you** do write down **your PIN**, **you** must disguise it so that no one will know that it is a **PIN**.
- 9.3.5 **We** may replace **your card** (including re-numbering) at any time.
- 9.3.6 Where a retailer or supplier of services asks **us** for authorisation before accepting payment by the **card**, **we** may decide not to give authorisation if:
- (a) The **card** has been reported lost or stolen;
 - (b) **We** have reason to suspect it has been lost or stolen;
 - (c) **You** or other **card** holders to the **business account** have broken the **business account conditions**;
 - (d) Taking account of all other transactions **we** have authorised, including those not yet charged to the **business account**, there are insufficient funds available in the **business account**.
 - (e) Or for any other security reason **we** may not be at liberty to disclose.
- 9.3.7 If **your card** is used before **you** receive it, **you** will not have to pay anything unless **you** have acted fraudulently or without reasonable care which means you intentionally or with gross negligence fail to take reasonable steps to ensure care of your **card** or your **security details** as you are required by 9.3.1, 9.3.2 or 9.3.3 above. However, **you** must co-operate with **our** enquiries and provide **us** with all reasonable information **we** ask for.
- 9.3.8 Unless **you** have acted fraudulently, **you** will not be responsible for a **card** or **PIN** being used:
- (a) By someone else without **your** permission to buy goods over the telephone or online or after **you** have reported to **us** that **your** card is lost, or stolen or that **you** think that someone else knows **your** PIN, in accordance with 9.3.11 and it is used by someone else (unless it is used by **you** or on **your** behalf). **Your** liability for losses arising before notification under 9.3.11 will be limited to £35 in respect of unauthorised payment transactions arising either from the use of **your** lost or stolen card or from the misuse of **your** card by someone else if **you** failed to keep **your security details** safe.
- 9.3.9 Subject to 9.3.8, **you** will be liable for all losses incurred in respect of unauthorised transactions where **you** have acted fraudulently or without reasonable care which means **you** intentionally or with gross negligence fail to take reasonable steps to ensure care of **your** card, any payment instructions when using **your** card's contactless technology (where applicable) or **your security details** as **you** are required by 9.3.1, 9.3.2 or 9.3.3 above.
- 9.3.10 **We** do not accept liability if **we** cannot provide any of the service in respect of the **card** for a reason beyond **our** control (for example, industrial action, failure of power supplies or of equipment or to prevent financial crime).
- 9.3.11 If **you** lose **your card**, it is stolen or **you** think that someone else might use it, or if **you** think that someone else knows **your PIN**, **you** must tell **us** as soon as **you** can by telephoning 0800 4086 407 (or any other telephone number that **we** advise **you** on pre-recorded messages when **our** contact centre is closed) whereby **we** will block the **card** to prevent fraudulent use.

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- 9.3.12 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**.
- 9.3.13 **We** may suspend, withdraw or restrict the use of **your card** at any time if **you** breach any of these **conditions** or any **special conditions**, if **we** have reason to believe that **you** are using **your card** for an illegal purpose or if **we** suspect the card is otherwise being misused. **We** will inform **you** before **we** take this action, or as soon as possible afterwards.

10. Insolvency and winding up

10.1 **You** agree that in the event that:

- 10.1.1 A resolution is passed for the voluntary winding up of **your** business; or
- 10.1.2 A petition is presented for the compulsory winding up of **your** business; or
- 10.1.3 A petition for a bankruptcy is presented against **you** or **your** business,

We may refuse to act on instructions given by **you** or any other person to make payments from **your business account** or to carry out any dispositions or transfers of any of **your** property or assets of any kind unless a court has given **you** the appropriate validation order and/or established an account in **your** name into which receipts due to **you** may be credited.

11. Closing the account

- 11.1 **You** may close **your business account** at any time by giving **us** notice of at least ten **working days**. **You** must return **your** cheque book and **card** to **us**.
- 11.2 **We** may close **your business account** at any time by giving **you** at least sixty days' notice in writing. **We** will not be obliged to explain why **we** are closing the **business account** although **we** may decide to give this information to **you** as part of **our** best practice procedures.
- 11.3 There are certain circumstances when **we** may close **your business account** without giving **you** the notice described in **condition** 11.2 if:
- We** may be required to close **your account** by law; or
 - If **we** believe that **your account** is being used for an illegal or fraudulent purposes; or
 - If **we** reasonably suspect that **you** have given **us** false information; or
 - You** behave in a threatening or violent manner towards **our** staff; or
 - You** were not entitled to open **your account**; or
 - If **we** believe the **account** is being used in breach of these **conditions**.

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- 11.4 If **your business account** is closed **you** must return any **card** that **we** have issued to **you** and any unused cheques. **We** will require **you** to repay any money that is owed to **us**, including the amount of any cheques **you** have issued or any **card** transactions that **you** have made and which **we** have paid, as well as any outstanding fees or charges associated with **your business account** and payable by **you** in accordance with any **condition** or **special condition**.
- 11.5 On closing **your business account** **we** will return the balance (if any) on the **business account** to **you** unless **we** are prohibited from doing so by law.

12. Notices and change of address/business circumstances

- 12.1 **We** will send all written notices, letters and statements to the address last known to **us**. Written notices will be deemed to have been received five **working days** after they have been sent by **us**. If the address last known to **us** is abroad the period will extend to fourteen **working days**.
- 12.2 As communicating with **you** is so important **you** must advise **us** immediately in writing if **your** personal or business address, including **your** telephone number (and email address if applicable), changes. If **you** fail to advise **us** of a change of address and **we** incur costs as a result (including but not limited to any consequential costs or losses), **you** may have to reimburse **us** for those costs or losses.
- 12.3 **You** must also advise **us** as soon as possible in writing if the nature of **your** business changes, or if **you** change **your** business name.
- 12.4 **We** may suspend **your business account** from all operational activity if **we** become aware of returned mail/gone away postal notifications from **your** primary correspondence address until such time that **we** can re-establish to **our** satisfaction, communication with **you/all** account holders, and ascertain reason for such returned correspondence. **We** are not obliged to render the **account** operationally inactive in such situations but may do so if deemed necessary.
- 12.5 If **you** do not use **your business account(s)** or contact **us** during a set period, as determined by **us**, **we** may make **your business account** dormant without notice to protect both **you** and **us**. If **you** ask **us**, **we** will tell **you** how **you** can access **your** dormant **business account**. If **you** have money in a dormant **business account**, it will remain **your** property (or if **you** die it will form part of **your** estate).
- 12.6 Notices given by either **you** or **us** under these **conditions** or under any **special conditions** will only be valid if given in writing.
- 12.7 Where chip and PIN technology is used to access any of **our self-service kiosk** or other equipment **we** may supply, **we** will deal with any such instructions as a valid authenticated instructions from **you**, and **we** will act on it i.e. if **we** offer change of address at a **self-service kiosk** under chip and pin access then any change thereafter is valid and **we** accept it as coming from **you**, **you** will be responsible to ensure that all new details are correct and accurate, hence, **we** will not be liable for any errors of financial or other losses.

13. Our monitoring of your account

We will write to **you** once **your business account** has been opened to inform **you** of what monitoring information **we** will require and how often **you** should provide such information. What is appropriate will vary from case to case. Examples of what information **we** may ask for includes but is not limited to:

- (a) A comparison of the forecasts in the business plan with actual results;
- (b) Revised cash-flow forecasts;
- (c) Major capital spending proposals;
- (d) Annual accounts and management accounts;
- (e) Information on how much **you** owe to creditors and how much **you** are owed by debtors and for how long;
and
- (f) Where applicable, any changes to the major shareholders (i.e. those shareholders who have a shareholding of greater than 10%).

14. Privacy and data protection

14.1 **We** take the privacy of **your personal information** very seriously. **Our** Privacy Notice informs **you** about:

- (a) how **we** use and look after **your** personal data, including any data **you** may provide through **our** website, or when **you** request information from **us** about **our** products or services or otherwise communicate with **us**;
- (b) when **we** provide **our** products and services to **you**;
- (c) when information and personal data is provided to **us** relating to **your** relationship with **us** such as when **we** use Credit Reference Agencies to perform credit and identity checks; and
- (d) **your** privacy rights and how the law protects **you**.

14.2 The Privacy Notice is available on **our** website at alrayanbank.co.uk/privacy or if **you** prefer, **you** can contact **us** by phone or post and **we** will send **you** a copy in the post.

14.3 **We** monitor and regularly update **our** policies and procedures to maintain the privacy of **your personal information**. Consequently, **our** Privacy Notice may change from time to time. **We** recommend that **you** check it on a regular basis.

15. Miscellaneous

15.1 **You** authorise **us** to set-off any credit balance to which **you** are entitled on any account with **us** in satisfaction of any sum due and payable by **you** to **us**. For this purpose, **you** authorise **us** to purchase with the moneys standing to the credit of any such account such other currencies as may be necessary to effect such application.

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- 15.2 **You** hereby authorise **us** to rely on and act, without any liability on **our** part, upon all instructions issued or purported to be issued by **you**, or by persons authorised to manage **your business account** with **us**, by use of **your security details** and to accept the same as correct, accurate and duly authorised by **you**.
- 15.3 To help **us** improve **our** service **we** may record or monitor phone calls.
- 15.4 **We** may from time to time change the **conditions** or any of **our special conditions**; **we** will keep **you** informed at least two months before they are due to take effect. At any time up to sixty days from the date of the notice **you** may, without notice, switch **your business account** or close it without having to pay any extra charge for doing this. These changes will be made unilaterally and rejection of the proposed changes will amount to rejection of the **contract** and notice of termination. **You** will be deemed to have accepted the changes unless **you** notify **us** before the proposed date of change. **You** have the right to terminate the **contract** immediately and without charge before that date. If **we** have made a lot of minor changes in one year, **we** will give **you** a copy of the new terms and conditions or a summary of the changes.
- 15.5 **We** may from time to time change the products or services that **we** offer **our** customers and **we** may also introduce new products and services for the benefit of **our** customers. **We** will keep **you** informed of any such developments.
- 15.6 From time to time, **we** may decide not to exercise some of **our** rights provided by the **business account conditions** or any of **our special conditions**, or **we** may give **you** additional time to comply with them. If **we** do so, **we** will still be able to require **you** to comply strictly with the **business account conditions** and **our special conditions** where relevant on a later occasion.
- 15.7 These **business conditions** and the **special conditions** are not enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not an **account** holder.
- 15.8 **Your** statutory rights are not affected by anything described in these **business conditions** or any of **our special conditions**.
- 15.9 If **you** want to make a complaint **you** should contact **us** and **we** will give **you** a copy of **our** Customer Care leaflet. This leaflet explains how **you** can go about making a complaint to **us**.
- 15.10 If **you** are unhappy with how **we** handle **your** complaint **you** may be able to complain to the Financial Ombudsman Service (FOS). The FOS is available to settle certain complaints **you** make if they cannot be settled through **our** internal complaints procedures. The contact details of the FOS are as follows:

The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR
Website: www.financial-ombudsman.org.uk
Telephone: 0800 023 4567

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- 15.11 Al Rayan Bank PLC is a member of the Financial Services Compensation Scheme established under the Financial Services and Markets Act 2000. **You** may benefit from protection under the scheme although it is mainly designed to protect individuals and certain small businesses. Further information about compensation arrangements is available from the Financial Service Compensation Scheme: www.fscs.org.uk
- 15.12 Al Rayan Bank PLC is a UK bank authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority with authorisation number 229148 to provide retail banking services.
- 15.13 **We** may transfer all or any of **our** rights in relation to **your business account**. **We** may also transfer any of **our** obligations but only to someone **we** consider to be reasonably capable of performing them to the same standard as **us**. All references to **us** in these **conditions, special conditions** and any other relevant conditions would then be read as references to the person to whom any relevant rights or obligations were transferred. **You** may not transfer any of **your** rights or obligations in relation to **your business account**.
- 15.14 **Your** tax obligations (and connected persons are responsible for complying with theirs), such as payment of tax and filing of tax returns, in all countries where those obligations arise and relating to the opening and use of accounts and services provided by **us**. Some countries tax laws may apply to **you** even if **you** do not live there or are not a citizen of that country. **We** do not provide tax advice or are responsible for **your** tax obligations in any country including in connection with any accounts or services provided by **us**. **You** should seek independent legal and tax advice.
- 15.15 If **you** do not give **us** Tax Information about **you** or a connected person when **we** request it, **we** may make **our** own decision about **your** tax status. This may result in **us** reporting **you** to a Tax Authority, withholding any amounts from products or services **you** have with **us** and paying those to the appropriate tax authority in order for **us** to comply with the relevant laws.
- 15.16 If **you** are connected with a country (for example because you have income or assets there, or are domiciled or resident there), **you** may be obliged by law to report **your** worldwide income to a tax authority in that country. **You** should take tax advice if **you** are in any doubt about **your** reporting obligations. **We** may also share **your** information with tax authorities in the UK and overseas for these and similar purposes.

16. Governing law

- 16.1 The laws of England and Wales govern these **conditions**.
- 16.2 We both recognise and agree that the payment and/or receipt of interest is against Sharia principles. We both agree with each other that neither of us will in any proceedings against the other, claim interest from the other and we both irrevocably and unconditionally expressly waive and reject any entitlement to recover interest from the other.

Section B: Conditions for cash reserve for masjids

1. General

- 1.1 The **cash reserve** is only available if **you** are opening a **masjid account** with **us**.
- 1.2 Before **we** agree to provide **you** with the **cash reserve**, **we** may require certain information from **you**. Such information may include but not be limited to: information on how long the **masjid** has been established, the **masjid's** financial history and a copy of the committee minutes or equivalent document authorising the opening of the **masjid account**.

2. How the cash reserve operates

- 2.1 The **cash reserve** can only operate where **you** have opened both a **masjid current account** and **masjid savings account** in the name of the **masjid** and **you** have agreed that these accounts will be **linked accounts**.
- 2.2 The **cash reserve** acts as a form of temporary borrowing in circumstances where **your masjid current account** is in debit (i.e. **you** have spent more money than was in **your masjid current account**). **You** can use the **cash reserve** to make **withdrawals** or payments or draw cheques up to the **cash reserve limit**.
- 2.3 If **your masjid current account** goes into debit, **we** will move sufficient money from **your masjid savings account** to cover the amount by which **you** are in debit. This will ensure that **your masjid current account** is put back in credit.
- 2.4 If there are no funds in **your masjid savings account** to clear the amount by which **your masjid current account** is in debit, **you** will be able to use the **cash reserve** up to the **cash reserve limit**.
- 2.5 **You** may terminate the **cash reserve** facility by repaying any amount borrowed under it and notifying **us** in writing or by telephoning customer services on 0800 4086 407.

3. Restrictions on the cash reserve

- 3.1 The **cash reserve limit** is £1000.
- 3.2 Where the **cash reserve** is in operation and **you** are within the **cash reserve limit**, **we** will still expect **you** to make regular payments into the **masjid current account**. **You** must let **us** know if **you** are unable to do this.
- 3.3 **We** will not make any charge for **your** use of the **cash reserve**.
- 3.4 **You** must not go over the **cash reserve limit** without **our** prior written agreement.

4. Our rights

- 4.1 **We** may decide not to pay a cheque or other item from **your masjid current account** if it would make **you** go over the **cash reserve limit**.
- 4.2 If **we** pay a cheque or other item and as a result, **your masjid current account** goes over the **cash reserve limit**, this does not mean that **we** have agreed to increase **your cash reserve limit**. **We** will notify **you** of this and **you** must immediately pay into **your masjid current account** the amount of money by which **you** are over the **cash reserve limit**.
- 4.3 **Your cash reserve** is repayable on demand in accordance with general banking law, unless **we** have agreed other terms with **you** in writing.
- 4.4 **We** may withdraw **your cash reserve** or reduce **your cash reserve limit** at any time at **our** discretion.
- 4.5 **We** would only require **you** to repay the **cash reserve** on demand, withdraw **your cash reserve** or reduce **your cash reserve limit** after careful consideration of **your** situation. Without limiting **our** rights at any time to withdraw or reduce **your cash reserve limit** or make a demand for repayment, the following is a list of some of the more common situations where **we** would be likely to take such steps:
- (a) If **you** are in breach of the **conditions** or the **conditions for cash reserve for masjids** governing the **masjid savings account** or the **cash reserve** as they may be amended from time to time; or
 - (b) If **you** fail to observe any other conditions relating to **your** borrowing.

5. Governing law

- 5.1 The laws of England and Wales govern these **conditions for cash reserve for masjids**.
- 5.2 We both recognise and agree that the payment or receipt of interest is against Sharia principles and consequently this agreement does not involve the payment or receipt of interest. We both agree with each other that neither of us will in any proceedings against the other, claim interest from the other and we both irrevocably and unconditionally expressly waive and reject any entitlement to recover interest from the other.



Section C: Digital business banking conditions

1. Purpose of these Digital business banking conditions

- 1.1 This part of these **conditions** applies to the **Digital business banking service**. They are in addition to the other **conditions** in Sections A and B of this booklet entitled 'Business Banking Terms and Conditions' (available on **our** website www.alrayanbank.co.uk) and any conditions that may apply to other products or services. **We** are required by law to tell you that we will communicate with **you** in English throughout the course of the **Digital business banking service**.
- 1.2 These **Digital business banking conditions** explain the relationship between **you** and **us** in relation to **our Digital business banking service**. **You** should read these **Digital business banking conditions** carefully to understand how this service works and **your** and **our** rights and duties under them. **You** should ensure that these **Digital business banking conditions** contain all the commitments that **you** are seeking from **us** in relation to **our Digital business banking service** and nothing to which **you** are not prepared to agree. If there is a conflict between these **Digital business banking conditions** and the **conditions** (Sections A and B), these **Digital business banking conditions** will apply.
- 1.3 **You** should read these **Digital business banking conditions** carefully before accessing or using **our Digital business banking service**. By applying for this **Digital business banking service** **you** accept these **Digital business banking conditions** and agree that **we** may communicate with **you** using secure messages on **our Digital business banking service** and through notices to all users of **our Digital business banking service** published on **our** website www.alrayanbank.co.uk.
- 1.4 **You** must regularly check **our** website and **our Digital business banking service** for messages and notices for users of **our Digital business banking service** including notification of changes to these **Digital business banking conditions** under clause 12 below. **You** must regularly check **our Digital business banking service** for secure messages from **us**.
- 1.5 **You** agree to ensure that the **primary user** and all **secondary users** comply with the terms of the **Digital business banking conditions** and the **conditions** (Sections A and B) and any other reasonable instructions or recommendations **we** may issue to **you** regarding **our Digital business banking service**.
- 1.6 When **you** use **our Digital business banking service** **you** must follow the instructions **we** give **you** from time to time. **You** are responsible for ensuring that **your computer**, software and other equipment meet **our** requirements in order to use **our Digital business banking service**. For the latest requirements please visit **our** website at www.alrayanbank.co.uk.

2. Our Digital business banking service

- 2.1 **Our Digital business banking service** provides a range of services for **you** to use. Subject to these **Digital business banking conditions** which can be also found on **our** website www.alrayanbank.co.uk. **You** can use the **Digital business banking service** (either directly or through a **TPP**) to:
- (a) Check the balance on **your accounts**;
 - (b) View and obtain details of **your** recent transactions;
 - (c) Transfer money between **your** accounts;
 - (d) Give **us** instructions to pay a bill or transfer money to another person's account;
 - (e) Set up or cancel standing orders;
 - (f) Instruct **us** to make payment (maximum day limits apply per business customer, for details contact customer services on 0800 4086 407).
- 2.2 **You** cannot use **our Digital business banking service** to inform **us** of **your** change of address. In accordance with **our** booklet entitled 'Business Banking Terms and Conditions', **you** must provide notice of a change of address to **us** in writing immediately.
- 2.3 When **you** give **us** instructions to transfer money between **your accounts** held with **us** or to make a payment out of **your account** on a **working day** before the cut-off times listed in clause 5.3 (Section A), **we** will normally start processing **your** instructions, via the relevant payment transfer scheme, on the same **working day** and the beneficiary's account will be credited with the transfer value as soon as practically possible (for sterling payments within the UK this may be within the same working day or in some cases by the end of the next working day). **We** will do this by immediately deducting the amount of the payment from **your account**, subject to cleared funds being available at that time. **Your** statement will show the payment as being made on the same **working day**, unless the payment has been requested for a future date. If the payment has been requested for a future date then **we** will endeavour to process **your** instructions on that date, if it is a **working day**. If the future date is not a **working day**, **your** instructions will normally be processed on the next **working day** following the date requested.
- 2.4 Instructions received after the cut-off times referred to in clause 5.3 (Section A) on a **working day** or a non-**working day** will normally be processed on the next **working day**.
- 2.5 **You** will not be able to make any money transfer or other payment if the operation of **your account** has been restricted by **us** (in accordance with 5.6, Section A). Where it is possible for **us** to do so, **we** will inform **you** as soon as reasonably practicable by written notice if **your business account** is or is to become restricted by any means.

3. Using your account safely

- 3.1 When applying for the **Digital business banking service** you are required to nominate a **primary user**. You understand that by doing this the **primary user** will have full control of your **business banking account(s)** when accessed using the **Digital business banking service** and will have the authority to delegate various access and/or control rights to other **secondary users** and to agree on **your** behalf any matters relating to the **Digital business banking service**.
- 3.2 Notwithstanding the appointment of a **primary user**, you understand and agree that you are responsible for the selection, use, confidentiality and protection of **user IDs** and passwords by the **primary user** and **secondary users**. You understand that **user IDs** and **passwords** authorise users to use the service and that the **primary user** will be responsible for assigning each **secondary users** authorisation level. It is **your** responsibility to ensure that the **primary user** correctly assigns roles to **secondary** users in line with **your** internal authorisation control levels.
- 3.3 The **primary user** has the authority and responsibility for:
- (a) Adding and/or removing **secondary users**.
 - (b) Assigning access levels to the service.
 - (c) Managing and maintaining **your account(s)** and,
 - (d) Regularly reviewing arrangements concerning access to, and use of the **Digital business banking service**.
- 3.4 Once **your** application to use **our Digital business banking service** has been successful, **we** will send separately the **primary user ID** and **password** by post.
- 3.5 Every time you log on to **our Digital business banking service** we will ask you to enter **your user ID, password** and three characters from **your memorable information**.
- 3.6 **You** must not let anyone (except for the **primary** and any **secondary users** or **TPPs**) operate the **Digital business banking service** for **you**.
- 3.7 **You** must take steps to keep **your security details** secure and secret at all times and take steps to prevent the unauthorised use of it. For example, **you** must:
- (a) Memorise **your password** immediately and destroy the advice containing this information.
 - (b) Never write or otherwise record **your security details** in a way that can be understood by someone else.
 - (c) Never tell anyone **your security details** (including **our** staff).
 - (d) When selecting or changing the **password** or **memorable information**, do not use words or numbers which are easy to guess such as a pet's name, birthdays, phone numbers or sequential characters

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- (e) Never record **your security details** on any software which retains it (for example, where any software prompts **you** to save **your** password). **You** should disable or switch off the options on internet browsers for storing or retaining **user IDs** and **passwords**. Check your browser help for instructions.
 - (f) Keep **your** security information safe at all times.

3.8 **You** agree:

- (a) At **your** sole risk and expense to maintain **your computer(s)** in safe and efficient operating order to comply with these **Digital business banking conditions**, the **conditions** (Sections A and B) and any other standards and requirements issued by **us** from time to time, and to make suitable contingency arrangements to cover system or operating failures or suspension;
- (b) To ensure that any user instructions issued to the **primary user** and any **secondary user** in relation to the operation of the **Digital business banking service** are clear, correct and complete;
- (c) To comply with the security procedures and (without limitation) all other requirements and directions issued by **us** in relation to the **Digital business banking service**, give due observance to warnings and notices displayed through the **computer(s)**, use the **Digital business banking service** only for the purpose(s) specified by **us**;
- (d) Not to access or use the **Digital business banking service** on publicly accessible computers other than secure **computer(s)** located at **your** business premises (for example and without limitation, **you** must not access the **Digital business banking service** from an internet café);
- (e) To notify **us** immediately if **you** become aware of any failure to receive or delay in receiving any instruction issued by the **primary user** or any **secondary user** or any failure to receive or delay in receiving any payment made pursuant to an instruction issued by the **primary user** or any **secondary user**, or of any known or suspected error or fraud in or affecting the sending or receipt of any instruction or payment made (whomsoever issued by) using the **Digital business banking service**, or of any programming error or defect or corruption of any instruction issued through the **Digital business banking service**, and to use all reasonable endeavours to assist **us** in taking any remedial steps proposed by **us**;
- (f) to:
 - i. Maintain adequate security, prevent unauthorised access to the **Digital business banking service**, all security equipment used in conjunction with the operation of the **Digital business banking service** and the **computer(s)**;
 - ii. Keep confidential the contents of any manuals or literature (in whatever media) issued by **us** in relation to the operation of the **Digital business banking service** and the method of operation of the **Digital business banking service**; and

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- iii. Keep secret (and ensure that **you** relevant employees take all necessary precautions to keep secret), the **user ID** the **password**, and the **memorable information**, and other security procedures in relation to the **Digital business banking service**;
 - (g) To keep **us** indemnified against all and any loss, damage, claims, liability, costs and expenses which **we** may incur as a result of any breach or alleged breach by **you** of the obligations contained in this clause 3.8.
- 3.9 On logging on to **our Digital business banking service** check whether the web page is secure by:
- (a) Checking that the first few characters of the web address in **your** address bar have changed from the usual 'http' to 'https' – the 's' stands for secure,
 - (b) Looking for a small padlock icon, in the locked position, in the bottom right-hand corner of **your** screen.
- 3.10 **You** must comply with all instructions **we** issue regarding the safe and secure use of **our Digital business banking service**.
- 3.11 If **you** have a payment account which **you** can access online, **you** may give **your security details** to a **TPP**, authorised by the FCA or any other European regulators, to have access to **your** account information and/or to make withdrawals/payments from **your** account, **we** will not regard that as a breach of these conditions above. However, if **you** haven't registered for Digital Banking prior to registering with a **TPP**, **you** will have first to activate this facility. **We** will treat any instruction from a **TPP** as if it was from **you** and the terms of this agreement will apply. **We** may deny the access to **TPPs** if **we** reasonably suspect that they are not authorised by **you** or the attempted access is fraudulent. However, if **your** security information is misused as a result, **you** will be responsible for the consequences and losses until **you** notify **us** of that misuse.
- 3.12 **You** must always exit the **Digital business banking service** when leaving the **computer** or any other device by which **you** have accessed the **Digital business banking service**.
- 3.13 **You** must:
- (a) Tell **us** immediately of any unauthorised or suspected unauthorised access to **your accounts** or if **you** know or suspect that there have been any unauthorised transactions or instructions (including where this has been initiated via PISPs);
 - (b) Tell **us** immediately if **you** suspect someone else knows **your security details**;
 - (c) Change **your password** and **memorable information** immediately if **you** suspect someone else knows **your security details**;
 - (d) Ensure that **secondary users** change their **password** immediately if they suspect someone else knows their **password** or **memorable information**;
 - (e) And for the purposes of this clause **you** can contact **us** on 0800 4086 407 during customer service open hours (see www.alrayanbank.co.uk for details) or by sending **us** a secure message (on the understanding that secure messages received after 5pm will be treated as received by **us** the next **working day**). To help **us** improve **our** services **we** may record or monitor phone calls.

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- 3.14 **You** should regularly check **your** records of transactions and statements and inform **us** immediately of any discrepancy. If **you** do not recognise an online banking transaction which appears on your records or statements, **we** will give **you** more details if **you** ask **us** within 13 months of the date the transaction debited **your account** and if the transaction is unauthorised and it is not a transaction for which **you** have responsibility under these **Digital business banking conditions** we will refund the transaction but again provided **you** request the refund within 13 months of the date the transaction debited **your account**, otherwise **you** will not be entitled to redress. In some cases, **we** will need **you** to give **us** confirmation or evidence that **you** have not authorised a transaction.
- 3.15 Disconnecting from the site will not automatically log **you** off. **You** must always log off using the log off facility when you are finished. **You** should never leave **your** machine unattended whilst **you** are logged on. As a security measure, if **you** have not used the **Digital business banking service** for more than a specified period of time **we** will ask **you** to sign in again.
- 3.16 **You** should keep **your computer secure**, keep **your** software up to date and protected against viruses and spy ware:
- (a) Use anti-virus software and keep it updated.
 - (b) Install and learn how to use a personal firewall.
 - (c) Regularly check for updates to **your** operating system: newer versions usually offer better security.

4. **Your instructions**

- 4.1 **You** authorise **us** to act on any instructions received via the **Digital business banking service** for the transfer of funds or for other banking services. **We** can act on any instructions given to **us** including payments of money from **your business account(s)** provided **we** follow the security procedures described in clause 3.5.
- We** will require no further confirmation from **you** on properly authorised transactions or instructions sent using the service.
- 4.2 Unless **you** are liable to **us** under clauses 4.3 and 4.4 below, **we** will be liable for any losses where instructions are not actually given by **you** or with **your** authority and **we** will credit **your account** with the amount of the unauthorised payment. **We** accept no further liability towards **you**.
- 4.3 **You** will be liable for all losses (including the amount of any transaction carried out without **your** authority) before **you** informed **us** of any unauthorised access or if **we** can show that **you** have acted fraudulently or without reasonable care, which includes, but is not limited to, not taking the steps set out in clause 3, to allow an unauthorised transaction to take place.

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- 4.4 Once **you** have told **us** that **you** know or suspect that there has been unauthorised access, or an unauthorised transaction has been made through **your business account(s)** or that somebody else knows **your security details**, we will suspend **your business accounts** from the **Digital business banking service** within a reasonable time. Except where **you** have acted fraudulently, **you** will not be responsible for any unauthorised instructions carried out or unauthorised access after **you** have notified **us** and **we** have had a reasonable time to suspend **your business accounts** from the **Digital business banking service**.
- 4.5 When **we** are trying to recover losses which **you** or **we** have suffered as a result of **us** acting on instructions which **you** later tell **us** were not given by **you** or which were given without **your** authority, **we** ask that **you** co-operate with **us** and the police. **We** may disclose information about **you** or **your business account** to the police, or anybody else, if **we** believe that it will help prevent or recover losses.
- 4.6 **We** may refuse to carry out any of **your** instructions if;
- (a) They involve a transaction exceeding a particular value or other limit, which **we** may impose from time to time unless **we** agree otherwise;
 - (b) **We** feel there is any reason to do so, such as a suspected breach of security;
 - (c) **We** are of the view that there is any doubt whatsoever regarding **your** identity;
 - (d) **You** have insufficient cleared funds in **your account** or available **cash reserve** to cover the transaction;
 - (e) **We** will notify **you** of **our** refusal where **we** are able to do so;
 - (f) **We** have any other valid reason for not acting on **your** instruction.
- 4.7 Once **you** have given **us** an instruction **we** may not be able to reverse it. If **we** are reasonably able to do so, **we** will use reasonable efforts to modify, not process or delay processing any instruction where **you** request **us** to do so. **We** shall not be liable for any failure to comply with such a request unless **we** were reasonably able and have not used reasonable efforts to do so.
- 4.8 **You** must make sure that any instruction is clear, accurate and complete and **we** are not liable if this is not the case. **We** undertake no duty to vet, filter or otherwise edit or verify any information or instructions which **you** provide to **us**.
- 4.9 A transaction being carried out is not always simultaneous with an instruction being given. Some matters may take time to process and certain instructions may only be processed during normal banking hours even though the **Digital business banking service** and contact centre is available outside such hours.

5. Records

- 5.1 The records which **we** from time to time maintain in respect of user instructions received, payments effected and information supplied by **us** in connection with the **Digital business banking service** are, to the extent of such records and in the absence of manifest error, conclusive proof and evidence of the instructions, payments and information effected by **you** and their respective constituents and of the times at which they were received, effected or supplied.

6. Our liability to you

- 6.1 **We** will take reasonable care to ensure that any information provided to **you** by the **Digital business banking service** is an accurate reflection of the information contained in **our** computer systems. If the information is from a third party then **we** will take reasonable care to ensure that it accurately reflects the information received by **us** from the third party.

- 6.2 **We** accept full liability to **you** for:

- (a) Death or personal injury caused by **our** negligence or
- (b) Any fraud **we** commit; or
- (c) Any other liability which cannot be excluded or limited under applicable law.

Nothing in these **Digital business banking conditions** will exclude or limit that liability.

- 6.3 Other than any liability to **you** under clause 6.2 above, in no event will **we** be liable to **you** for:

- (a) Any business loss including loss of revenue or profits (whether those losses are the direct or indirect result of **our** fault or failure in providing the **Digital business banking service**);
- (b) Any loss which was not foreseeable to **you** and **us** when **you** accessed or used the **Digital business banking service** (even if it results from our failure to comply with these **Digital business banking conditions** or our negligence).

- 6.4 **We** will not be held responsible or liable for any losses as a result of:

- (a) Any errors, failures, delays or distortions in the transmission of information or instructions either from **you** to **us** or **us** to **you** or.
- (b) Any loss, injury or damage or any failure to comply, or delay in complying, with **our** obligations hereunder or any other obligations in respect of the **Digital business banking service**, which is caused directly or indirectly by:
 - Any downtime, unavailability, failure, malfunction, distortion or interruption of any computer hardware, equipment, software, tape or disk or of any telephone line or other communication system, service, link or equipment;

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- Any viral contamination, error, discrepancy or ambiguity in any user instruction;
 - Any breakdown or failure of any clearing system used in connection with the service, or the insolvency or default of any participant in such a clearing system;
 - The failure by any bank to make any payment out or receive money in;
 - Any industrial dispute; abnormal operating conditions; act or omission of any third party; or
 - Force majeure (being, without limitation, any event, act, omission or circumstance beyond **our** reasonable control),
 - And the exclusion of liability with respect to any industrial dispute applies, without limitation, to strikes, blockades, boycotts and lockouts even if we ourselves instigate or are the object of such measures.
- 6.5 **We** are not liable for any delay or shortcoming by any third party with whom **you** have accounts or otherwise when they are executing **our** instructions to them.
- 6.6 **We** shall not be liable for any consequential, special, secondary or indirect loss, injury or damage or loss of or damage to goodwill, profits or anticipated savings (however caused). No warranty, condition, term or representation on **our** part (whether express or implied) in relation to the **Digital business banking service** shall have effect beyond the express provision of these **Digital business banking conditions**.

7. Security, fraud and liability for losses

- 7.1 If **you** act fraudulently in the use of the **Digital business banking service**, **you** will be responsible for all losses resulting, whether direct or indirect. If the user acts without reasonable care (including the failure to comply with the provisions of these **Digital business banking conditions** and any other requirements or directions which **we** may give in respect of the **Digital business banking service**, including without limitation manuals or literature (in whatever media) issued by **us** in relation to the operation of the **Digital business banking service**) and losses result from this, **you** will be responsible for those losses.
- 7.2 **You** must notify **us** on the contact number given below immediately upon discovering or coming under the suspicion that someone is misusing the **Digital business banking service**, or upon discovering or coming under the suspicion that security or other information pertaining to the **Digital business banking service** or **your computer** system has been obtained by a person other than the **primary user** or a **secondary user** or a **TPP**. The contact number for notification purposes is: **0800 4086 407 (+44 121 456 7840 from abroad)**.
- 7.3 If **you** fail to notify **us** immediately of the matters covered by clause 7.2, or if **we** believe that **you** have been complicit in the misuse of the **Digital business banking service** or in the supply or obtaining of information relating to the **Digital business banking service** by an unauthorised person, **you** may be responsible for any losses resulting.

8. Account types

- 8.1 Not all **accounts** may be accessed under the **Digital business banking service**. Please visit **our** website at **www.alrayanbank.co.uk** for more details.
- 8.2 **You** will be able to view and manage or view only **your business account(s)**. The type of access to **your business account(s)** will depend on the **account** type.
- 8.3 **You** authorise **us** to add all **accounts** that **you** hold with **us** now and in the future and which are available to online banking to the **Digital business banking service**. It is **your** responsibility to secure the agreement of all **account** holders in accordance with clause 9 below.

9. Account mandate

- 9.1 If **your business account** mandate requires more than one signatory and / or requires different authorisation levels, **you** agree that the **primary user** will be responsible for setting up the **secondary users** and giving them the correct authorisation level required under **your business account** mandate. It will be **your** responsibility to ensure that the **primary user** does this. The actions taken and/or instructions given to **us** by any of the **Digital business banking service** users will be binding on all the account holders without **us** having to make any further enquiries.

10. Secure email messaging (post log on)

- 10.1 If **you** send **us** a message **we** will aim to respond to **you** as soon as reasonably possible during business **working days**. If **we** are not able to answer **your** query or comply with **your** request at all **we** will let **you** know. Please be aware that once **you** have sent a request it may not be possible to reverse it before it is implemented.
- 10.2 **You** must not send **us** messages:
- (a) Which require immediate attention (for example same day transactional requests such as same day electronic money transfer) in such cases please telephone **us** instead on 0800 4086 407;
 - (b) Which are requests of a transactional nature e.g. same day electronic transfer of sterling or foreign currency transfer;
 - (c) Reporting a theft or loss of cheques or debit cards – please telephone **us** instead on 0800 4086 407;
 - (d) On behalf of a third party or in relation to our dealings with any third parties;
 - (e) Which are offensive, frivolous or otherwise inappropriate.
- 10.3 **We** may send **you** messages concerning **business accounts**, products or services which **you** have with **us** including the **Digital business banking service** or any other service related matters.

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- 10.4 **We** may keep any emails sent to **us** from **you** or any other person and may also keep any emails sent by **us** to **you** or any other person. **We** do this to check what was written and also to help with training our staff. **We** will comply with data protection legislation and with the terms of **our** privacy policy.
- 10.5 **We** respect and are committed to protecting **your** privacy. **Our** privacy policy, which can be found on **our** website www.alrayanbank.co.uk, informs **you** how **your** personal information is processed and used. **We** will use **our** reasonable endeavours to take steps to use **your** personal information only in ways that are compatible with the privacy policy.

11. Online applications

- 11.1 **You** may be eligible to apply online for other products for which **you** will be required to agree to the terms and conditions applicable to the product.
- 11.2 For a period of 14 days after **you** register for **our Digital business banking service**, **you** have the right to cancel **your** contract with **us**. **You** can also terminate it at any time thereafter. In both cases please write to Customer Services, Al Rayan Bank PLC, PO Box 12461, Birmingham, B16 6AQ or contact **us** via the **Digital business banking service**. Cancellation rights in relation to any other product, which **you** may apply for using **our Digital business banking service**, will be as set out in the terms and conditions for that product.

12. Cancelling the service

- 12.1 **We** will give **you** at least 30 days' prior notice if **we** wish to cancel **your Digital business banking service**. However, **we** may give **you** a shorter period of notice or terminate this agreement and **your** use of the **Digital business banking service** without giving **you** notice:
- (a) Where it is reasonably necessary to do so for reasons of security; or
 - (b) In circumstances beyond **our** control; or
 - (c) In the event of fraud; or
 - (d) In the event of **your** failure to observe and comply with these **Digital business banking conditions**.
- In such circumstances, **we** will endeavour to give **you** such notice as **we** are reasonably able to give in the circumstances.
- 12.2 **We** may suspend any service provided to **you** under the **Digital business banking service** without notice where **we** consider it necessary or advisable to do so, for example to protect **you** when there is a suspected breach of security or if **we** need to suspend

the **Digital business banking service** for maintenance reasons. **We** will use reasonable efforts to inform **you** without undue delay through the **Digital business banking service** and / or **our** website if a service is not available.

- 12.3 **You** also have the right to terminate **your** usage of **our Digital business banking service** at any time by informing **us** in writing.
- 12.4 **We** may change, amend or supplement **our Digital business banking service**, for a valid reason, at any time, by giving **you** notice, in accordance with clauses 2.3 and 2.5 in the section of these conditions headed **Purpose of this booklet**, through **our Digital business banking service**, by post, e-mail or other means before **we** make the change. **We** may additionally give notice in **our** branches (or other offices) or by post (which includes in **your** statements) in accordance with clause 2.6 in the section of these **conditions** headed **Purpose of this booklet**. Any such changes, amendments or supplements will apply from the date stated in the notice.
- 12.5 Termination of this agreement and **your** use of the **Digital business banking service** will not affect any rights **we** may have against **you** or any liabilities **you** may have to **us**.
- 12.6 Upon termination, **we** shall at **our** discretion either carry out or refuse to carry out any outstanding instruction **you** may have given to **us**.
- 12.7 Upon closure of all of **your account(s)** which **you** have registered for the **Digital business banking service**, **your** use of the **Digital business banking service** will terminate automatically.

13. Encryption and viruses

- 13.1 **We** use a very high level of encryption which may be illegal in jurisdictions outside the UK, Jersey, Guernsey and Isle of Man. It is **your** responsibility to ensure that if **you** are outside the UK, Jersey, Guernsey and Isle of Man, **your** ability to use the **Digital business banking service** is permitted by local law and **we** will not be liable for any loss or damage suffered by **you** as a result of not being able to use the **Digital business banking service** in these jurisdictions or you using the **Digital business banking service** in contravention of local law.
- 13.2 It is **your** responsibility to ensure that **you** are protected against the transmission of viruses. Due to the nature of the **Digital business banking service**, **we** will not be responsible for any loss or damage to **your** data, software, **computer**, telecommunications or other equipment caused by **you** using the **Digital business banking service** except to the extent that such loss or damage is directly caused by **our** negligence or deliberate default.

14. Fees, supplementary terms, changes to Digital business banking conditions

- 14.1 **You** are liable for any telephone charges and any charges made by your Internet Service Provider as a result of using our **Digital business banking service**. Other taxes or costs may exist that are not paid through or imposed by **us**.
- 14.2 Currently, **we** do not make any specific charges for using the **Digital business banking service**, although **we** reserve the right to do so in the future. However, if **we** want to make any change to any of **our** charges **we** will give **you** notice, in accordance with clause 2.3 and 2.5 in the section of these conditions headed **Purpose of this booklet** personally through the **Digital business banking service** and/or by post, e-mail or other means before **we** make the changes. If **you** choose to continue to use the **Digital business banking service** after the charges take effect **you** authorise **us** to debit your **business account(s)** with such charges as may be applicable. Where the change relates to payment transactions on a payment account **we** will make the change in accordance with clause 2.3 in the section headed **Purpose of this booklet**.
- 14.3 The site(s) or screens through which **you** access the **Digital business banking service** are subject to change by **us**. Unless **we** have specifically agreed to give prior notice to **you**, **we** may make such changes (including changes to layout) without notification to **you**.
- 14.4 **We** may modify these **Digital business banking conditions** from time to time. If **we** do so, **we** will give **you** notice, in accordance with clause 2.3 and 2.5 in the section of these **conditions** headed **Purpose of this booklet**, personally by post, email or other means before **we** make the change. Where the change relates to payment transactions on a payment account **we** will make the change in accordance with clause 2.3 in the section headed **Purpose of this booklet**.

15. Governing law, agency and notices

- 15.1 The **conditions**, these **Digital business banking conditions** and **our** dealings with **you** are governed by the laws of England. Any court proceedings must be brought in the English courts.
- 15.2 **We** may at any time appoint one or more agents or contractors to provide all or any part of the **Digital business banking service** and references to '**we**', '**us**' or '**our**' will include references to such agents or contractors.
- 15.3 These **Digital business banking conditions** are personal to **you**. **You** shall not assign or transfer to anyone any of **your** rights or obligations under these **Digital business banking conditions** without **our** prior written consent.
- 15.4 Nothing in these **Digital business banking conditions** shall be deemed to grant any rights or benefits to any person other than **you** or **us**.
- 15.5 If any of these **Digital business banking conditions** are determined to be illegal, invalid or otherwise unenforceable then the remaining terms shall remain in full force and effect.

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- 15.6 The arrangement whereby **we** provide **you** with **our Digital business banking service** and **you** abide by **our Digital business banking conditions** will continue until such time as either **you** or **we** terminate the arrangement in accordance with these **Digital business banking conditions**.
- 15.7 If **you** think **we** have made a mistake, or if **we** do not provide the standard of service that **you** expect please let **us** know by writing to **us** at Customer Care team, Al Rayan Bank PLC, PO Box 12461, Birmingham, B16 6AQ. **We** will investigate the situation and, if necessary, put steps in place to correct the situation as quickly as possible. Where appropriate, **we** will take the necessary steps to ensure that the problem does not occur again. **We** would be grateful if **you** would allow **us** the **first** opportunity to **answer your** concerns and put matters right. However, if **you** remain dissatisfied please refer to **our** customer care leaflet or email **us** at **customer.care@alrayanbank.co.uk**. **You** may be able to refer **your** complaint to the Financial Ombudsman Service at: Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR.



AL RAYAN BANK

Want to know more about any of our products or services?

Call us on:

0800 4083 084*

Monday to Friday, 9am to 7pm.

Saturday, 9am to 1pm.

*Calls may be recorded for training and security purposes.

Visit: alrayanbank.co.uk

Write to: **Al Rayan Bank, PO Box 12461, Birmingham, B16 6AQ**

If we don't get it right

Al Rayan Bank PLC will endeavour to ensure that you receive the highest standard of service and that you are treated with courtesy at all times. If you are unhappy with any aspect of our service, we would like to know why.

For a copy of our Customer Care leaflet dealing with our complaint handling procedures, please call our Customer Care team on 0800 4086 407.

Data Protection

Under the prevailing data protection legislation you have the right of access to your records.

Should you wish to access this right, please contact our customer service team or write to:

Data Protection Officer,
Data Subject Access Requests,
Customer Care Team,
Al Rayan Bank PLC,
24a Calthorpe Road,
Edgbaston,
Birmingham,
B15 1RP

Membership of the Financial Services Compensation Scheme

Al Rayan Bank PLC is a member of the Financial Services Compensation Scheme.

This scheme may provide compensation, if we cannot meet our obligations. Most depositors including individuals and businesses are covered.

For more information about the Financial Services Compensation Scheme, visit www.alrayanbank.co.uk/fscs

Al Rayan Bank PLC is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our firm reference number is 229148. Al Rayan Bank PLC is incorporated and registered in England and Wales. Registration No. 4483430. Registered office: 44 Hans Crescent, Knightsbridge, London, SW1X 0LZ.



Banking you can believe in