

Supplementary Terms and Conditions for Corporate Accounts

Effective from 06 December 2024
Please read and keep for future reference

Introduction

Santander International is the registered business name of Santander Financial Services plc, acting through its Jersey Branch ('Santander Financial Services plc, Jersey Branch') in relation to Accounts located in Jersey and acting through its Isle of Man Branch ('Santander Financial Services plc, Isle of Man branch') in relation to Accounts located in the Isle of Man.

These Terms and Conditions set out the rights and obligations of You (the Customer) and Santander Financial Services plc, Jersey Branch and/or Santander Financial Services plc, Isle of Man Branch. These Supplementary Terms and Conditions for Corporate Accounts supplement Our published General Terms and Conditions and Online Banking service Terms and Conditions and these three documents are referred to as the 'Aggregated Terms and Conditions'.

Together with the signed and completed application form, the Mandate contained therein and any additional conditions that apply to any products and/or services that You have, the Aggregated Terms and Conditions constitute the entire contract between You and the Relevant Branch.

When You sign the application form, You accept these Aggregated Terms and Conditions. In some places these Terms and Conditions refer to details, for example Our interest rates and charges, which We provide separately for Corporate Accounts. These details also form part of the contract between Us.

In accordance with Our General Terms and Conditions (see Clause A11.4), these Supplementary Terms and Conditions maybe varied by Us.

If there is any conflict between Our General Terms and Conditions and Online Banking service Terms and Conditions and these Supplementary Terms and Conditions, these Supplementary Terms and Conditions will prevail.

When We refer to Your 'Account' this means the relevant term or condition that applies to all Your Corporate Accounts, other than any excluded accounts. Where a term or condition only applies to one of Your Corporate Accounts, We make this clear.

By signing the declaration on Our application form or any other relevant form which makes reference to these Supplementary Terms and Conditions, You are confirming that You accept and fully understand the meaning of these Supplementary Terms and Conditions.

Section One – Supplementary Terms and Conditions

1 Account opening and provision of information

- 1.1 Section A1 of the General Terms and Conditions applies to Corporate Accounts except where it is superseded by these Supplementary Terms and Conditions.
- 1.2 You must not be restricted from opening a Corporate Account with Us. We do not give advice in this respect.
- 1.3 We will open a Corporate Account for You at Our sole discretion. When applying to open a Corporate Account, You must provide Us with such information about You and Your business as We may require, either for account opening or periodic review or credit assessment purposes or to allow Us to comply with any obligation upon Us as a result of legal or regulatory requirements from time to time. We may require other documents at Our discretion. You must immediately inform Us of any variations to the information You have supplied to Us. Information You supply to Us will be held and treated in accordance with clause A8 of the General Terms and Conditions. We reserve the right not to open a Corporate Account covered by these Supplementary Terms and Conditions for any entity which does not meet the criteria as detailed in our account opening documentation.
- 1.4 We will open an Isle of Man situs Corporate Account for Isle of Man registered companies and a Jersey situs Corporate Account for Jersey registered companies. Companies registered in a different jurisdiction will have a Corporate Account opened with Isle of Man situs unless otherwise agreed by Us.
- 1.5 Before We open Your Corporate Account, and at any time thereafter if You ask Us, We will give You all appropriate information which will include a copy of these (or the then applicable) Supplementary Terms and Conditions. The information will explain the key features of the Corporate Account which will include:
 - o The main ways in which You can pay money into and withdraw money and make payments from Your Corporate Account; and

- o the main ways in which You can transfer money to and from other accounts; and
- o the main ways of operating the Corporate Account available to You as an Account holder.

2 Operating a Corporate Account

- 2.1 You must use the Corporate Account for legitimate purposes only.
- 2.2 You must let us know promptly when any relevant fact changes, for example a change in any of:
 - o name
 - o address
 - o phone or fax number
 - o the Company or Trust structure (if applicable)
 - o the Directors (if applicable)
 - o the Trustees (if applicable)
 - o the beneficial owners/beneficiaries (as applicable)
 - o Authorised Signatories' or their details;
 - o Tax reporting obligations.
- 2.3 On receipt of a notification of a dispute between parties involved in the management of Your Corporate Account, We reserve the right to Block the Account pending resolution of the dispute. We may also ask for the return or destruction of any unused cheques and cheque books, security tokens or Visa Debit Cards held in respect of the Corporate Account.
- 2.4 Our relationship is with You. We will not recognise the interest or claim of any other person, unless We are required to do so by law.
- 2.5 Our Corporate Account charges apply to all Corporate Accounts. We may vary Our Corporate Account charges (see clause A7 of the General Terms and Conditions). Details of Our Corporate Account charges are available on Our website or on request.

2.6 Our Corporate Telephone Banking service is available to Corporate Accounts. The Corporate Telephone Banking service Terms and Conditions outlined in this clause 2.6 replace section A3 in the General Terms and Conditions and section A5 of the General Terms and Conditions is not applicable to the service outlined in this clause 2.6.

- We provide a Corporate Telephone Banking service on all Business Days. Our normal hours of business are advised on Our Website. For Your protection and to help Us improve the quality of Our service, We will record and may monitor Your telephone calls with Us.
- You must keep Your Security Details secure and not disclose them to anyone other than a person authorised by You and registered with Us to use the Corporate Telephone Banking service (an 'Authorised Registered User').
- In turn, each Authorised Registered User is required to keep the Security Details secure and not disclose them to anyone else.
- You will be liable where:
 - You have failed to take adequate precautions to keep Your details secure,
 - You have authorised the access or use of the service,
 - You have acted fraudulently, or
 - You have not notified Us that an Authorised Registered User no longer requires access to the service or has left Your business.
- The Corporate Telephone Banking service enables a successfully authenticated Authorised Registered User to verbally request and receive information on the Account. No transactions or other services may be requested through the Corporate Telephone Banking service.
- Should a further Corporate Account be opened in the same name with identical signing instructions, the same Security Details will be applied to this Corporate Account once opened.

○ Whilst We reserve the right to verify the authenticity of any information requests received through the Corporate Telephone Banking service, We have no further obligation to do so, providing the request comes from an Authenticated User. We have no responsibility in the event that Your Security Details come into the possession or knowledge of unauthorised persons through no fault of Our own.

○ **You must inform Us immediately if an Authorised Registered User leaves Your business.** This notification must be given to Us by an Authorised Signatory. If You do not inform Us of an Authorised Registered User leaving Your business then You will be liable for any activity on the Account by that Authorised Registered User. When an Authorised Registered User leaves Your business then You must immediately change Your Security Details using a Corporate Telephone Banking Registration Form which is available from Us on request.

○ 'Security Details' and 'Authenticated User' as defined in the General Terms and Conditions are extended to apply to the Corporate Telephone Banking service and Authorised Registered Users.

2.7 Our Online Banking service is available to Corporate Accounts. Our Online Banking service Terms and Conditions apply.

The Online Banking service provided to Corporate Accounts is subject to the following:

- Each individual who requires access to the Online Banking service must be authorised by You (a 'User');

In order to register for and use the Online Banking service:

- each User must provide Us with a current business email and a mobile phone number;
- It is Your responsibility to immediately inform Us when a User leaves Your business so that their registration details can be disabled;
- Clauses A1.7 and B1.1 of the General Terms and Conditions do not apply for Corporate Accounts;

- Clause B1.4 of the General Terms and Conditions does not apply for Corporate Accounts, instead We make no warranty that the Online Banking service will be available, although We will endeavour to restore the service as soon as possible if there is a failure;
- Clause 5.3 of our Online Banking service Terms and Conditions applies to Corporate Accounts on the basis that We may only process a payment instruction after calling You back in order to confirm the instruction;
- Clause 7.1 of the Online Banking service Terms and Conditions refers to the use of a One Time Passcode sent by text message to Your mobile phone or by email and that You cannot access the Online Banking service without registering a mobile phone number and business email address with Us;
- References to 'Security Details' in Our General Terms and Conditions and Our Online Banking service Terms and Conditions is extended to include the security token that We may have provided to Users of the Online Banking service.

2.8 Cash services are not available to Corporate Accounts.

2.9 We may act in accordance with instructions received from You or which purport to have been given by You. You agree to indemnify Us and will keep Us indemnified against all actions, proceedings, liabilities, claims, damages, costs and expenses in relation to Us acting on such instructions.

3 Contractual recognition of bail-in measures

3.1 To the extent that any of Our obligations to You under these Terms and Conditions are within the scope of any UK Bail-In Power, regardless of any other term of these Terms and Conditions, or any other agreements, arrangements or understandings between You and Us, You acknowledge, accept and agree to be bound by, and consent to the effect of, the exercise of any UK Bail-in Power by the Bank of England or any authority with the ability to exercise a UK Bail-in Power in relation to Our obligations to You under these Terms and Conditions. This clause shall not apply to the extent that You are an Exempt Person or to the extent that any liability owed to You by Us is an Excluded Liability. In this clause:

- 'Excluded Liability' means a liability issued, entered into or arising on or before 31 December 2015;
- 'Exempt Person' means a micro, small or medium-sized enterprise which has an annual turnover not exceeding € 50 million; and
- 'UK Bail-in Power' means any write-down, cancellation, conversion, transfer, modification and/or suspension power existing from time to time under, and exercised in compliance with, any laws, regulations, rules or requirements relating to the recovery and resolution of banks, banking group companies, credit institutions and/or investment firms incorporated in the United Kingdom and applicable in the United Kingdom, including, but not limited to, any such laws, regulations, rules, instruments, standards, guidelines or requirements that are implemented, adopted or enacted within the context of the Banking Act 2009, as amended from time to time, pursuant to which:
 - (i) any obligation of Santander Financial Services plc or any other entity, can be reduced, cancelled, modified or converted into shares, other securities or other obligations of Santander Financial Services plc or any other entity (or suspended for a temporary period); and
 - (ii) any right in a contract governing an obligation of Santander Financial Services plc may be deemed to have been exercised.

To find out more



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or +44 (0)1624 641 888 if calling from overseas.

Monday to Friday 9am to 5pm (UK time), except Wednesdays when we open at 9.30am



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Santander International is able to provide this document in large print, Braille and audio CD. If you would like to receive this document in one of these formats, please contact us.

Santander International is the trading name of Santander Financial Services plc, Jersey Branch and Santander Financial Services plc, Isle of Man Branch.

Santander Financial Services plc is incorporated in England and Wales with number 2338548 and its registered office is 2 Triton Square, Regent's Place, London NW1 3AN, United Kingdom. Santander Financial Services plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Santander Financial Services plc's Financial Services Register number is 146003. Santander Financial Services plc, Jersey Branch has its principal place of business at 13-15 Charing Cross, St Helier, Jersey JE2 3RP, Channel Islands and is regulated by the Jersey Financial Services Commission. Santander Financial Services plc, Isle of Man Branch has its principal place of business at 19 - 21 Prospect Hill, Douglas, Isle of Man IM1 1ET and is regulated by the Isle of Man Financial Services Authority. www.santanderinternational.co.uk

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