



Private Banking Services Terms and conditions

Based in London Dunbar Bank offers an efficient, secure and personal banking service.

These general terms and conditions together with the payments conditions, schedule of charges and application form or the appointment of bankers form signed by you, the customer, set out the Terms of Agreement ("Agreement") with Dunbar Bank plc ("the Bank"/"we"/"us"/"our"). You and the Bank are both bound by this Agreement. Whenever the Bank varies any of the terms and conditions in the Agreement such variations will not take effect until at least 60 days after a notice of variation has been dispatched by post to your last recorded address.

These Terms and Conditions come into effect on 31 July 2010.

Please contact us at any time and we will supply the latest Terms of Agreement to you.

1. Credit interest

Dunbar Plus Account

For all balances, we will pay interest of no less than 0.50% under Bank of England Base Rate.

Term Deposit Account

For all balances, we will pay interest at the rate confirmed to you for that account.

Credit interest is calculated:

- On direct credits, from the day the funds are received by the bank.
- On cheque lodgements, from the second working day after the day on which the lodgement was received by the bank.
- For the Dunbar Plus account, on the whole of the cleared balance of the account on a daily basis and at the rate prevailing each day. Interest is applied to the account on a quarterly basis.
- For the Term Deposit account, on the whole of the cleared balance at the guaranteed rate for the selected term.

Base Rate

Base Rate is defined as the Bank of England repo rate, as determined from time to time. This rate is publicly available and we will apply, in full, all changes to interest rates linked to the Bank of England base rate on the day the change in rate occurred. The current interest rates will always be displayed on our website – www.dunbarbank.co.uk.

2. Taxation

For the Dunbar Plus account or for a Term Deposit account under £50,000, the bank will deduct tax at the statutory rate, as required by law.

Dunbar Plus Account

Interest will be paid net to UK tax-payers for single Deposits, unless you are an eligible non tax-payer and have completed and returned the relevant HM Revenue and Customs form for interest to be paid gross. It's your responsibility to disclose the extent of any interest on your accounts to your tax authorities. Under current tax legislation, you will be responsible for paying any further income tax due by you, or for claiming back any income tax overpaid. If you are either a non-resident for tax purposes or your personal circumstances mean you're not liable to income tax, you can apply to us to have your interest paid to you gross (i.e. without the deduction of tax).

Term Deposit Account

Interest will be paid net to UK tax-payers for single Deposits under £50,000, unless you are an eligible non tax-payer and have completed and returned the relevant HM Revenue and Customs form for interest to be paid gross. Under current tax legislation, you will be responsible for paying any further income tax due by you, or for claiming back any income tax overpaid. If you are either a non-resident for tax purposes or your personal circumstances mean you're not liable to income tax, you can apply to us to have your interest paid to you gross (i.e. without the deduction of tax). For single Deposits of £50,000 or more interest will be paid gross. It's your responsibility to disclose the extent of any interest on your accounts to your tax authorities.

3. Instructions

- 3.1 You may give us instructions in writing, by facsimile, email or telephone, unless specific conditions apply to the operation of a particular type of account.
- 3.2 If you agree to give the Bank instructions by facsimile, email or telephone, the Bank will agree security procedures with you for authenticating your instructions. The Bank may impose a limit on the size of transactions arising from instructions given by facsimile, email or telephone. The Bank may vary any limit imposed with immediate effect at any time after it has given you notice. You agree to keep all security codes and procedures secret, to take all reasonable care to prevent their unauthorised or fraudulent misuse and never disclose them. If you have authorised additional individuals to operate any of your accounts by facsimile, email or telephone, you must make sure that they are aware of this condition, which also applies to them.
- 3.3 You authorise the Bank to accept and to act on instructions given bearing your original signature (letter or facsimile) or by email or telephone whether or not such instructions were given by you, provided that the bank has followed the security procedures agreed between us. Details of how you can withdraw your consent for a specific payment instruction to the bank are in the additional "Payment Conditions".
- 3.4 If you know, or if you have reason to suspect, that the security procedures agreed with us have become known to anybody else, you must notify the Bank as soon as practicable. Until you do so, you will continue to be liable for transactions in accordance with condition 3.3.

The Bank reserves the right to refuse to execute an instruction where it doubts the authenticity of the instruction or where the Bank considers it to be insufficiently clear or if it believes that executing it may cause the bank to act in breach of any law (UK or European), regulation, code or contractual obligation binding on it. The Bank will not be liable for any costs incurred by you in these circumstances.

- 3.6 Your details and signatures and any instructions given with the application or mandate are accepted by the Bank as being valid and accurate until it has received notice from you revoking them. Requests from you to amend the account details contained in the mandate must be in writing and signed by you. The Bank will not accept a power of attorney to allow a third party to operate your account unless the power of attorney is prepared to the Bank's satisfaction and the third party has completed all requirements in respect of the account opening procedures.
- 3.7 All instructions received by the bank from a signatory authorised by you to operate your account are your responsibility including instructions that cause you to break these Terms and Conditions.
- 3.8 If you are a sole account holder the Bank will, upon being notified of your death, immediately freeze the account. Any authority to a third party to give instructions on the account will cease.

4. Account credits

The Bank will accept for credit to the account all items payable to you on the day of receipt but reserves the right to refuse any lodgement at its discretion. Cheques drawn in a foreign currency or on an overseas bank will be sent for collection. The Bank will credit your account once the cheque has cleared and upon receipt of the proceeds for cheques sent for collection. As a general rule cheques sent for collection are cleared within four to six weeks.

5. Withdrawals

Payments from the account will be made only if authorised in accordance with the account's mandate. For the Dunbar Plus account we'll process all instructions received by us before 14.00 (UK time) ('the cut-off time'), or on the date specified in your instructions. We will process instructions received after the cut-off time on the next working day.

For the Term Deposit account, advice of any maturity instructions must be received by 12.00 noon on the maturity date. If we do not receive maturity instructions from you we will renew the deposit for a similar period at the rate we determine at maturity, which we will confirm to you. Should Dunbar Bank no longer offer Term Deposit Accounts when your account matures, we will simply return your money to you. The balance in the Term Deposit account is locked in until a specified maturity date. You are unable to access or add to these funds until the maturity date without incurring a breakage fee and interest penalty. Payments cannot be made to any third party except in the case of death of the Accountholder(s).

All withdrawals from your account(s) will, generally, from 1 January 2012 arrive no later than the next working day after an instruction to make the payment is received. Until that date we will send your payment so that the recipient's bank gets it on the third working day. There are exceptions to when payments take longer:

- where you provide instructions to us on paper (for example should you write to us), in this instance it may take an additional day for the recipient's bank to receive the funds;
- if we do not receive your instructions before our cut off time we may not start the processing until the next working day.
- if your request is to transfer funds in a different currency, or to send sterling outside of the UK there are different rules which are detailed in 6. Foreign Transfers below.

Any sterling or foreign currency payments are made at your own risk and the bank and/or its agents accept no liability whatsoever for any delay in transit or from failure to identify the beneficiary.

6. Foreign transfers

We will arrange foreign transfer services to you upon request via our sister bank Zurich Bank International Limited. The speed of these payments depends on the currency you use and the countries involved.

If the payment is in pounds or euro, the timescales will be the same as for payments to the UK as outlined in 5. Withdrawals above. If the payment is in another EEA currency, it may take an additional day to reach the recipient's bank.

If you ask us to make a payment in a foreign currency we will obtain an exchange rate in line with market rates for that currency and advise you before effecting the transaction if you request this prior to the transfer. We will detail the rate used for the transaction on your statement.

7. Statements and confirmations

The Bank will issue statements at the end of each calendar quarter (or at least annually for those accounts which have not had any transactions process since the last statement) for the Dunbar Plus Account and confirmations at the start of each selected term for the Term Deposit account.

8. Cessation of authority

- (i) The Bank's authority to pay funds from the account will cease in the event of:
 - (a) Your death, mental incapacity or bankruptcy;
 - (b) The granting of a court order affecting the account;
 - (c) Any assignment of the credit balance in the account by you to a third party.
- (ii) Notwithstanding (i) above, the bank will not be liable for any payments made before the Bank has received written notice of the occurrence of any of the events set out in (i) above.

9. Joint accounts

In the case of joint accounts, authorisation must be provided by all account holders unless otherwise specified in the bank mandate. On the death, mental incapacity or bankruptcy of one account holder, the signature of the remaining account holder(s) may be accepted as a sufficient discharge for any balance on the account or any part of such balance.

10. Closure

Once the account has been opened it will remain so until either party decides the account should be closed as set out below. We reserve the right, without explanation, to require an existing account to be closed. Unless there are exceptional circumstances we will not close your account without giving you at least 60 days written notice.

You are required to notify the Bank in writing should you wish the account to be closed. For the Dunbar Plus Account no notice is required but repayments from the Term Deposit Account can only be made at the end of the selected term.

11. Charges

No charges are made either for transactions on the account or for standard items of service. However, charges are made for non-standard service requirements such as electronic same-day and foreign payments. If you are likely to require any of these non-standard services we will be happy to provide a copy of our schedule of Account Charges leaflet.

12. Undertaking and indemnity

You agree to do everything reasonably necessary to ensure that no act of fraud is committed by you, or by your agents, employees or associates in connection with your account. You agree in particular that you will not operate your account nor permit anyone else to operate the account other than in accordance with the mandate that you have provided to us. You agree to indemnify us against any loss, damage or liability (including where appropriate our legal costs) suffered or sustained by us and caused by an act of fraud, dishonesty or negligence on your part, or on the part of your agents, employees or associates.

13. Notice and communications

Any post that we send to you will be deemed to have been delivered on the business day following the date of posting to your last recorded address.

14. Force majeure

We will not be liable for any losses arising from our inability to carry out our obligations under these Terms and Conditions resulting from, but not limited to, industrial disputes, failure or fluctuation of power or telecommunications supplies, breakdown in computer hardware or other equipment or error in software, any error or discrepancy in your instructions, any failure or delay in the supply of services to us by any third party, or from any cause whatsoever beyond our control.

15. Privacy statement

We're committed to keeping your data confidential and will process any information you give us in accordance with the Data Protection Act 1998 ('The Act'). The Act states that personal data must be processed fairly and lawfully. This means you have the right to know how we intend to use your personal data. You can then decide whether you want to provide this information.

Please keep your personal data up-to-date. It's particularly important that you inform us in writing of changes to your address. We will use the first address shown on the application form (or one subsequently notified) for any communication. We will collect the personal data you've provided. For the purposes of the act, we will be the Data controller of this data.

We are part of the Zurich Financial services Group. We recognise the need to keep your information confidential. Unless we have your permission to do otherwise, we will only use your personal data as follows:

- to administer your account
- for identification when you contact us
- to help develop new products; and
- for fraud prevention.

In addition, we will not reveal your name and address or details about your account to anyone other than:

- if we have to give the information by law
- where there's a public duty to do so; and
- at your request or with your consent.

We may pass your details to companies within the Zurich Financial Services Group for the reasons set out above.

If you have submitted, or are submitting an application to us via a financial adviser we may share any information relating to you and your Dunbar Plus or Term Deposit account(s) with them whilst you hold a Dunbar Plus or Term Deposit account with us. This information may be used by your adviser in connection with providing their service to you.

Additionally, we may use your data to inform you of products or services we believe may be of interest to you. If you do not want to receive this material, please tick the opt-out box when you complete the application form. Subsequently, you can let us know that you don't want these contacts. Just write to us at our registered office.

All countries in the European Economic Area (including the UK) have similar standards of legal protection for your personal information. Dunbar Bank may process payments through other organisations such as banks and the worldwide payments system operated by SWIFT if, for example, you make a 'CHAPS' payment (a form of faster payment) or a foreign payment. Those organisations may process and store information abroad and may have to disclose it to foreign authorities (including those outside the European Economic Area, in which case your personal information may not be protected to standards similar to those in the UK), for example to help them in the fight against crime and terrorism. Under The Act, you're entitled to ask us for a copy of the personal data we hold about you on our computer systems and some manual filing systems. This is called a 'subject access request'.

We have the right to charge you for this. You also have the right to have inaccurate personal data corrected. If you want to make a subject access request, write to our Data Protection Officer at 33 Jermyn Street, London SW1Y 6AD. We may record telephone calls to check we've acted on your instructions correctly and to ensure we're maintaining a quality service.

16. Altered Circumstances

If any event or change in circumstances makes it illegal to carry out the Agreement, the Terms and Conditions may be amended by us to the extent necessary to enable the account to continue and/or to stop the illegality. Although the above may result in adjustment to any of the other Terms and Conditions of the account, it will never be applied so as to deprive you of the right (subject to clause 5) to the return of the balance of your account.

17. Compensation scheme

We are covered by the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to depositors if a bank is unable to meet its financial obligations. Most depositors – including most individuals and small businesses – are covered by the scheme.

If we cannot meet our financial obligations to you, you may be entitled to compensation.

For further information about the scheme (including the amounts covered and eligibility to claim) please ask us or refer to the FSCS website www.FSCS.org.uk or call 0800 678 1100.

18. Dunbar Bank – service quality

We'll try to resolve any problems or queries you have as quickly as possible. Our Private Banking Team is here to help you when you need it. Just give us a call on 020 7437 7844.

If you are not satisfied in any way, you can speak to our Complaints Handling Officer who will review the matter to see if we can help further. If you are still not satisfied, we have a complaints procedure. You can request a copy of our complaints leaflet which explains what you need to do by either calling us on 020 7437 7844 or you can write directly to us at 33 Jermyn Street, London SW1Y 6AD.

Our service commitment to you means that complaints should be resolved between us. But if we have been unable to resolve your complaint, you can write to: The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR.

The Financial Ombudsman Service is not obliged to deal with your complaint unless you have followed our complaints procedure. Also, you should be aware that the Ombudsman will normally only consider your case if you've contacted the Financial Ombudsman Service within six months of us completing our internal complaints procedure.

19. Governing Law

This agreement is governed by and construed in accordance with English law. For our exclusive benefit, should a dispute arise in connection with your account it shall be resolved through the exclusive jurisdiction of the English courts. If a competent authority finds any part of these Terms and Conditions invalid, unlawful, or unenforceable to any extent, we shall delete the relevant Term or part. The remaining Terms and Conditions shall continue to be valid and enforceable to the fullest extent permitted by English law.

20. Changes to Terms and Conditions

We may make changes to these Terms and Conditions, or any terms and conditions supplemental to them, by notifying you no more than 60 days from the change being made. We may upgrade your account or enhance the services we provide to you if we reasonably consider this is to your advantage and there is no increased cost to you. We may also change any of the other terms of this agreement for any of the following reasons:

- where we reasonably consider that the change would make the terms easier to understand or fairer to you or the change would not be to your disadvantage; or
- to enable us to make reasonable changes to the way we look after your account as a result in the banking or financial system, technology, or the systems we use to run our banking business; or
- as a result of regulatory requirement (or where we reasonably expect that there will be a change in the regulatory requirement).

You will be treated as accepting any change we make unless you tell us (before it is due to come into effect) that you wish to terminate your contract with us and do not accept the change.

21. Money Laundering

We are responsible for compliance with the requirements of the Financial Services Authority in relation to countering the risk of financial crime and as a consequence you will be required to provide proof of identity.

22. Miscellaneous

A person who is not a party to this agreement shall have no rights under the contract (rights of Third Parties) act 1999 to enforce any Term of this agreement, but this shall not affect any right or remedy of a third party which exists or is available apart from under that act. In these Terms and Conditions, unless the context otherwise requires, singular includes the plural and vice versa. Headings do not affect the interpretation of any provision. We may assign or transfer any of our rights and duties under these Terms and Conditions to any person. You may not assign or transfer any of your rights or duties under these Terms and Conditions.

This agreement is in English and we will only write to and communicate with you in English.

If we choose not to exercise rights against you immediately we can still do so later.

23. Right to cancel

If you are unhappy with your choice of account, you have 14 days to cancel it. The 14 day period runs from the later of the date on which your account is opened and the date on which you first received copies of the general terms and conditions, payment conditions and the schedule of charges. If you wish to exercise this right you must write to us before the end of the 14 day period informing us of your decision. If you cancel your account we will give you all your money back with any interest that it has earned. In view of the nature of the account where the interest is fixed at the outset, this right does not apply to a Term Deposit Account.

All our literature is available in large print, braille or on audio tape or CD.

Dunbar Bank plc – part of Zurich Banking and a member of the Zurich Financial Services Group. Registered in England: 966713. Registered office: 33 Jermyn Street, London SW1Y 6AD. Authorised and regulated by the Financial Services Authority. FSA registration number 113932. Website www.dunbarbank.co.uk Telephone: 020 7437 7844.

Telephone calls may be recorded and monitored to check we've acted on your instructions and we're maintaining a quality service.
124749A03 (09/09) RRD

Payment Conditions

These payment conditions together with the general Terms and Conditions, schedule of charges and application form or the appointment of bankers form signed by you, the customer set out and together comprise the Terms of Agreement ("Agreement") for your current and/or deposit account(s) with Dunbar Bank plc ("the Bank"/"we"/"us"/"our"). You and the Bank are both bound by this Agreement. Whenever the Bank varies any of the terms and conditions in the Agreement, such variations will not take effect until at least 60 days after a notice of variation has been dispatched by post to your last recorded address.

These Payment Conditions come into effect on 1st November 2009.

Please contact us at any time and we will supply the latest Terms of Agreement to you.

1. Cheques paid into your account

- 1.1 When you pay a cheque into your account with us, we have to send it to the bank holding the account from which the cheque is drawn to receive payment ("the paying bank"). The clearing cycle for cheques reflects the time it takes to send the cheque to the paying bank, for that bank to deal with it, including deciding whether it can pay the cheque and to tell us if they decide not to pay it.
- 1.2 The clearing cycle detailed below explains in detail what happens in relation to a cheque applied to your account.
 - We will show the cheque in your account on the day we receive the cheque, either in post or in person;
 - On the second working day after it is received, we start to pay you interest on the cheque (if on a deposit account), or use it to reduce interest on any overdrawn balances;
 - The cheque usually clears on the fourth working day after you pay in a cheque (so, for example if you pay a cheque into your account on a Monday it will start earning interest from Wednesday and you can normally use the funds from Friday);

- The paying bank may return a cheque unpaid, in which case we will write to let you know and we will have to take the money back out of your account, even if it puts you into an overdraft;
- Cheques are rarely returned more than four or five working days after you pay in the cheque. Just occasionally we may not find out a cheque has been returned until later, in which case we can still take the money back out of your account, even if you have already spent it or it puts you into overdraft. However, generally money will not be taken from your account later than the end of the sixth working day after you have paid the cheque in if it is returned by the paying bank.
- We may not always accept a cheque for payment into your account if it is more than six months old.

- 1.3 You can pay cheques into your account either at another bank if you have made arrangements with them, or alternatively by posting them, along with a completed Bank Giro Credit slip for your account to us at 33 Jermyn Street, London, SW1Y 6AD.
- 1.4 We can specially present a cheque to the bank or building society it was drawn on to obtain early confirmation (usually the next business day) that it will be paid. You may not receive the funds any quicker than normal, but you will have confirmation that the cheque will not be returned unpaid once confirmation has been received. There is a fee charged for this service and we are subject upon the postal service for the delivery of the cheque.

2. Cheques paid from your account (current account holders only)

- 2.1 When we receive a cheque you've written on your account we will normally take the money from your account on the same day. We typically receive cheques within a few days of you writing them, but the exact timing depends on when the person you gave the cheque to pays it in (which can also be months later).

- 2.2 It is your responsibility to make sure you have sufficient cleared funds in your account to cover any cheques you have written. Otherwise we may return the cheque unpaid.
- 2.3 You may stop a cheque (apart from cheques which have been guaranteed using your cheque guarantee card) that has not yet been paid by telephoning us, and then confirming it in writing. We need to know the cheque number, the amount, date and who it is payable to. We may charge for trying to stop the cheque, whether or not we succeed.
- 2.4 You may not ask us to pay a cheque later than when we receive it by writing a future date on it. We will not be liable if we pay the cheque before that future date.
- 2.5 If someone asks you to replace a cheque it is your responsibility to ask for the old cheque back (and to destroy it) or to ask us to stop the old cheque before you write a new one. Otherwise, we will not be liable if we pay the old cheque from your account.
- 2.6 We may not always accept a payment out of your account if it is more than six months old.

3. Direct Debits (not available on all accounts)

- 3.1 Direct debits are your authority for a business or other organisation to collect varying sums of money from your account on a regular basis. The organisation collecting the payment will normally advise you at least 10 working days before changing the payment dates or the amount of money we take from your account, unless you agree otherwise.
- 3.2 We allow Direct Debits to be collected from your account from your account specified in your direct debit instruction. If the payment falls due on a non-working day we will make the payment on the next working day.
- 3.3 If you think there has been an incorrect Direct Debit payment, you should tell us immediately so we can arrange a full and immediate refund – even if the original error was made by the organisation collecting the Direct Debit. You should also contact that organisation to let them know what you have done and why.
- 3.4 If you wish to cancel or change a Direct Debit, you are responsible for telling us and the organisation collecting the payments. You can cancel a Direct Debit at any time up to the end of the working day before the next Direct Debit payment is due to be taken.

4. Standing Orders (not available on all accounts)

- 4.1 With a standing order you can instruct us to pay a regular amount out of your account to a person or organisation.
- 4.2 To set up a standing order please tell us the amount you want to pay, who you want to pay it to, including their bank sort code and account number, and the dates you want us to pay it. You can arrange payments on a regular basis using this method, weekly, monthly, quarterly or even annually.

- 4.3 All standing orders from your account(s) will, generally, from 1 January 2012 arrive no later than the next working day after an instruction to make the payment is received. Until that date we will send your payment so that the recipient's bank gets it on the third working day.
- 4.4 You can cancel a Standing Order at any time up to the end of the working day before the next Standing Order payment is due to be taken. We will require three working days to amend a Standing Order.

5. UK Electronic Transfers (not available on all accounts)

- 5.1 You can transfer cleared funds from your account by electronic funds transfer. If you want to do this you have two choices of transfer at present – by BACS or by CHAPS.
- 5.2 BACS (instruction must be received by 4pm) – All BACS payments from your account(s) will, generally, from 1 January 2012 arrive no later than the next working day after an instruction to make the payment is received. Until that date we will send your payment so that the recipient's bank gets it on the third working day.

We will require the following information to make such a payment from your account:

- The sort code of the bank the funds are to be sent to.
- The account number of the person/organisation you want to receive the funds.
- The account name of the beneficiary.
- The amount to be transferred.
- Any reference you would like quoted.

- 5.3 CHAPS (instruction must be received by 2pm) – all CHAPS payments will arrive to the beneficiary account the same day as the payment is debited from your account. There is a charge for this service. We will require the following information to make such a payment from your account:

- The sort code of the bank the funds are to be sent to.
- The account number of the person/organisation you want to receive the funds.
- The account name of the beneficiary.
- The amount to be transferred.
- Any reference you would like quoted.

- 5.4 To transfer funds electronically TO your account you will need to quote our sort code number 16-52-32 along with your account number and account name (please contact us before attempting to send funds to your Term Deposit Account (if held)).

6. International Electronic Transfers (not available on all accounts)

6.1 When you ask us to make an international payment, we have to send it through the banking system in the foreign country. To effect this transfer we must receive your instructions by 12 noon. All International Electronic Payments from your account(s) will, generally, from 1 January 2012 arrive no later than the next working day after an instruction to make the payment is received. This covers payments made in sterling, euro or in another EEA state member currency to another account in an EEA member state. Until that date we will send your payment so that the recipient's bank gets it on the fourth working day. International Electronic Payments outside of the EEA member states or not in one of the EEA member state currencies will take four days for the recipient bank to receive the funds.

We will require the following information to make such a payment from your account:

- The Bank name and address where the funds are to be sent to.
- The SWIFT/BIC for the bank where the funds are to be sent to.
- The customer IBAN (international bank account number) – can be located on most bank statements.
- The account number of the person/organisation you want to receive the funds.
- The account name of the beneficiary.
- The amount to be transferred.
- Any reference you would like quoted.

6.2 If we make an international transfer we will tell you the exchange rate that is applicable. If you make a transfer in pounds sterling we cannot control the exchange rate used by the foreign bank.

6.3 We charge for this service and the person receiving the payment may also have to pay the foreign bank's charges. You may request to "pay all charges", and where you agree you also pay the charges of the foreign bank instead of the person receiving the payment. We will not be able to tell you in advance how much the foreign bank or their agent will charge.

7. Bank cheque (not available on all accounts)

7.1 You may request us to issue a cheque payable from our bank account in those circumstances where you do not have the account details of the person you would like to send money to. There is a charge for this service.

7.2 You will need to advise us by 12 noon of the amount payable together with the name of the person/organisation you would like the cheque payable to. We will debit your account on the day the cheque is written and send it by post to you.

8. Paying in cash to your account (for Current Accounts only)

8.1 We will not accept cash paid in through the post or at our reception for reasons of security. If you do need to pay in cash to your account you will need to pay it in at another bank if you have made arrangements with them, using your Bank Giro Credit slip. We will credit the funds to your account on the day we receive them.

9. Unauthorised transactions and incorrectly executed transactions

9.1 You must tell us as soon as possible after you become aware of the unauthorised payment. We will not be liable for any such transactions if more than 13 months have elapsed since the transaction date. We will generally investigate the payment, and if the payment was not authorised by you, we will refund it and return your account to the position it would have been in (for example by paying any interest you would have earned and/or by refunding any interest or charges you have paid as a result).

9.2 However, you will be liable for:

- all payments made from your account if you have acted fraudulently; and
- all payments on your account that take place until you tell us that your password has become known to someone else, if the payment was made because you deliberately or very carelessly failed to keep your password secret. After you have told us, you will not have any further liability for unauthorised payments.

9.3 We will not be liable if you provide us with the wrong account details for a payment, we will try to recover the funds for you if you ask us to do so, but we may charge you for doing so.

9.4 If the funds you have asked us to transfer have not been received by the recipient you will be protected from loss as long as the details you gave us for making the payment were correct.

9.5 If you tell us that the payment has not been received, we will investigate to see whether the payment reached the recipient's bank. If it did, it will be for that bank to correct their error and pay the money to the recipient.

9.6 If the payment did not get to the recipient's bank, we will refund to you the amount of the payment and restore your account to the position it would have been in (for example by paying any interest you would have earned and refunding any interest or charges that you have paid as a result).

These payment conditions are available in large print, audio cassette, CD and Braille. If you want a copy in any of these formats, please do not hesitate to contact us at 33 Jermyn Street, London SW1Y 6AD or call us on 020 7437 7844.

Schedule of Charges

Not all services are available for every account.

This schedule of charges together with the general Terms and Conditions, payment conditions and application form or the appointment of bankers form signed by you, the customer set out and together comprise the Terms of Agreement for your current and/or deposit account(s) with Dunbar Bank plc ("the Bank"/"we"/"us"/"our"). You and the Bank are both bound by this Agreement.

Whenever the Bank varies any of the terms and conditions in the agreement, such variations will not take effect until at least 60 days after a notice of variation has been dispatched by post to your last recorded address.

This Schedule of Charges will come into effect on 1st November 2009.

Please contact us at any time and we will supply the latest Terms of Agreement to you.

Service	Charge	
Account transaction charges (Business Accounts only) These charges are debited at the end of each quarter	BACS payments	£0.25 (each)
	Automated Credits/Debits	£0.25 (each)
	Credits Paid In at another bank	£0.65
	Cheque Debits	£0.55
	Cheques paid (received in post)	£0.27
	Minimum per quarter	£15.00
Bank Cheque – Sterling only (A cheque issued by the bank)	£25.00	
International Payments* (This does not include foreign bank charges)	£30.00	
Same day electronic payment (Same day transfer of money to another UK bank account)	£25.00	
Duplicate/historic bank statements	£5.00 (per sheet)	
Duplicate Term Deposit confirmation notices	£5.00 (per sheet)	
Unpaid Items (Return of unpaid cheques, standing orders or direct debits due to insufficient funds in your account. This includes cheques that would normally have been returned but which have been guaranteed by a Dunbar Bank cheque guarantee card)	£10.00 (per item)	
Unauthorised overdrafts (Will be charged at Bank of England Base Rate plus 18%)	£10.00 (per occasion)	
Stopping cheques (For reasons other than loss or theft)	£15.00 (per cheque)	
Special presentation (A cheque you deposit can be specially presented to determine (generally the following business day, dependent upon postal service) whether or not payment will be made)	£15.00 (per cheque)	
Account monitoring fee (Special arrangement by request)	£30.00 (each quarter)	
Unpaid Cheque (Where you pay a cheque drawn on another party into your account and the drawer's bank subsequently refuses payment)	£10.00 (per cheque)	
Certificates of Interest charged/earned (automatically issued at tax year end 5 April)	Free	
Duplicate Certificate of Interest	£10.00	
Data Protection enquiry	£10.00	
Status enquiry	£15.00	
Audit Letter (reply to Accountant's request for audit information)	£40.00	
Breaking a Fixed Term Deposit**	£100.00 (plus market related breakage charge)	

Other services, for example foreign cheque collections are available and the charges for these are available on request.

* Further charges may be taken by correspondent banks if sending sterling abroad. You will have to confirm charges with these banks.

** Market related breakage charge is calculated using the difference of the rate on the Market at breakage date to the date locked in. The formula we use is as follows:

$$\text{Principal Amount} \times \text{Rate Diff} \times \text{Days Left of Term} / 365 = \text{Interest Penalty} + \text{£100}$$

This Schedule of Charges is available in large print, audio cassette, CD and Braille. If you want a copy in any of these formats, please do not hesitate to contact us at 33 Jermyn Street, London SW1Y 6AD or call us on 020 7437 7844.