

**Welcome to
Unity Trust Bank**

How to contact us

If you have any queries, you can phone, email or write to us.



0845 140 1000



us@unity.co.uk



Nine Brindleyplace, Birmingham, B1 2HB



www.unity.co.uk

We're open Monday to Friday, 8.30am to 5.00pm, except for Bank Holidays.

For your security and for quality purposes, phone calls may be recorded.

This document is available in an alternative format. If you would like to receive it in larger print please call us on 0845 140 1000.

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Welcome to Unity Trust Bank

Welcome and thank you for choosing us to provide your banking services. We realise that we operate in a very competitive market so, rest assured, now you have chosen us we will work hard to keep you and ensure that you remain happy with our services.

Our award-winning, knowledgeable and friendly customer service team is based in our Birmingham office and will help ensure that your accounts are run smoothly, allowing you to get on with running your organisation.

If you have any comments that you'd like to make on how we deliver our services, on our products, or indeed if you would like to see us provide a totally new service, please do contact us. Only by getting feedback from our customers and listening to what you say will we ensure that we remain relevant to you.

We can be contacted by phone, email or letter. Please remember that you should not include confidential information relating to your account on non-secure emails.

Changing your account

If you decide to transfer your current account from your existing bankers to us, we will be happy to arrange this for you.

By completing a simple Account Transfer Request form, you will authorise us to arrange with your previous bank to transfer any credit balances, Direct Debits and Standing Orders to your new account with us.

If you want to find out more about this, please call us on 0845 140 1000.

Our values

We are a socially responsible bank and we will not provide services to organisations whose aims and activities are inconsistent with our values.

How we aim to treat our customers fairly

Treating customers fairly is central to our socially responsible mission, and our belief that customers should be treated with honesty and openness. Treating customers fairly means listening carefully to our customers, understanding their needs, and developing and providing products and services that meet those needs. It means not taking advantage of them by selling them something they don't need, simply because we feel able to.

Fair treatment means being helpful to our customers, doing what we say we are going to do when we say we're going to do it, and honouring our commitments at all times. It means ensuring our people are able to make decisions with the interests of the customer at heart, and have the opportunity to challenge the 'rules' if they appear manifestly unfair to the customer. Treating customers fairly is about treating our customers as we would want to be treated as individuals.

However, fairness does not mean always being the cheapest or the best, nor does it mean always giving customers what they want. It doesn't mean treating customers all the same, catering for the lowest common denominator or taking away the customers' responsibility to make their own financial decisions. Fairness must be a balance between what is in the interests of the individual customer and of Unity Trust as a whole.

Operating your account

We recognise that you want the process of running your bank account to be as simple and straight-forward as possible. Where we can we have designed our processes to ensure that this is the case, but there may be occasions when we are required to make enquiries to verify certain information that you have provided to us. Where this is the case, we will tell you in advance how long our process is likely to take.

This section covers all the main activities involved in operating your account. We cannot cover every eventuality in this booklet, but we've plenty of experience in helping our customers to solve their banking issues, so if you have a question that's not covered here, please call our customer service team.

Who we can deal with

When you opened your account you gave us details of the authorised signatories. In normal circumstances we can only deal with and accept instructions from authorised signatories, or telephone users on your account, unless you tell us otherwise.

Changes to the people we deal with

If you need to change one or more of the authorised signatories, or telephone users, please call us and we will send you the necessary forms. Alternatively these can be downloaded from our website.

For each new signatory on your account we will need to establish their identity and residence. This process may take up to three weeks although, in the majority of cases, it will be quicker than this.

Keeping us up to date

Please let us know if anything else about your organisation changes, such as your address or contact details.

Protecting your money

Cheque books are valuable if they fall into the wrong hands. Please keep them in a secure place, which is only accessible by authorised signatories. If you suspect or discover that your cheque book or any individual cheques have been lost or stolen, you **must** tell us as soon as you can.

When you issue a cheque you should start writing each line as far to the left as possible and then draw a line at the end of any writing, so that no alterations or additions can be made. Make sure that the words and figures match and **never** pre-sign or post-date cheques as we cannot be held liable for any loss as a result of you pre-signing or post-dating your cheques.

If you act without reasonable care, you may be responsible for any losses on your account.

Stopping a cheque

If you need to stop a cheque that you have issued, you should call us on 0845 140 1000. Or, if you use our Internet Banking Service, you can stop a cheque yourself, using that service. There is a charge levied for stopping cheques. It is cheaper for you to stop it through our Internet Banking services – details of our charges can be found in the current *Service Charges* leaflet.

By phone: We will need to know the cheque number, the date the cheque was issued, the payee and the amount of the cheque. We will look to see whether or not the cheque has been presented. If not, then we will stop the cheque for you. If the cheque is then presented for payment, it will be returned to the payee's bank unpaid. You will receive a letter confirming the details of the stopped cheque and, when you receive this letter, you should make sure that all of the details are correct.

By Internet Banking: You should first look at the on-line 'List items' screen to ensure that the cheque you want to stop is not there. Provided it is **not** on this screen, you can place a stop on the cheque. You can then follow the prompts on the system to stop the cheque. If the item does appear on the 'List items' screen, unfortunately it is too late to stop the cheque.

We are unable to accept any instructions to stop a cheque by any means other than a phone call or through Internet Banking.

Standing Orders

Transferring a Standing Order from your previous bankers

If you are transferring any Standing Orders from your previous bankers, we will send you a copy of the list that they supply us with. So that we don't pay any old Standing Orders when your account is transferred to us, please let us know, as soon as possible, if any of the details are wrong or if any of the Standing Orders are no longer active.

We will assume that all Standing Orders are to be transferred to the new account, unless we hear from you within 10 days of the list being sent to you.

Setting up a new Standing Order

To set up a new Standing Order, please call us for a form or download one from the website. The completed form needs to be signed in accordance with the signing mandate on your account. Please send the original form to us as we cannot accept photocopies or faxed versions. From receipt, it typically takes up to five working days to set up a new Standing Order.

Stopping a Standing Order

If you need to cancel a Standing Order on your account, you can either phone us or write to us, (again photocopies or faxes are not acceptable) at least five working days before the Standing Order is due to be paid. We can only accept instructions from an authorised signatory or telephone user and we will need the following details:

- Your account name
- Your account number
- The payee of the Standing Order and any reference number/code
- The amount of the Standing Order
- The date the payment is due out of your account

Direct Debits

Setting up a Direct Debit

If you are transferring any Direct Debits from your previous bankers, we will send you a copy of the list that they supply us with. So that we don't pay any old Direct Debits when your account is transferred to us, please let us know as soon as possible if any of the details are wrong, or if any of the Direct Debits are no longer active.

If we do not hear from you within 10 days of the list being sent to you, we will assume that all Direct Debits are to be transferred to the new account.

Setting up a new Direct Debit

To set up a new Direct Debit you will need to contact the originator (the person or organisation to whom you are making payments). They will make the necessary arrangements with you.

Stopping a Direct Debit

To stop a Direct Debit being claimed on your account, you will need to contact the originator of the Direct Debit (the person or organisation to whom you are making payments) and tell them not to claim funds from your account. Once you have told the originator not to claim the funds from your account, you can then either phone us or write to us. We can only accept instructions from an authorised signatory or telephone user, and we will need the following details:

- Your account number
- Your account name
- The name of the originator of the Direct Debit
- The amount of the Direct Debit
- The reference number of the Direct Debit
- The date the payment is due out of your account

Single Direct Debit payments

Unfortunately, we are unable to accept requests to stop or withhold individual Direct Debit payments.

Direct Debit guarantee

Under the terms of the Direct Debit guarantee, if any money is wrongly taken from your account under a Direct Debit, then as soon as we are told about it, we will refund the account. If you feel that a payment has been taken from your account in error by the originator, you should also contact the originator to tell them and to ensure that the error is not repeated.

Clearance of payments

When a credit is automatically paid into your account (through the Bankers Automated Clearing Service – BACS) you will obtain the full value of that credit on the day of receipt. If any credit interest is paid on the account, it will start to accrue on this day.

When you post a cheque to our Northampton office and they receive it, this is known as 'T' (Transaction Day).

If applicable, you will receive credit interest* on 'T' + two working days and by no later than 'T' + four working days. You will be able to draw against the credit, although you should remember that the issuing bank can still return the cheque unpaid and tell us to debit your account with us.

If this happens and you have drawn against the cheque, which is unpaid, then your account may become overdrawn and you would then be charged debit interest.

By 'T'+ six working days, you can be sure that the money is yours and that it can no longer be debited from your account.

As we are an agency bank and not a main clearing bank, when you pay a cheque into a high street bank, Post Office, or you post it to our Birmingham office, you will need to add an extra day to each of the above steps.

When cash is paid into your account at another bank or a Post Office, the money will be received and credited to your account on the third working day after you paid it in and will be treated as cleared funds at close of business on that day.

You can obtain a copy of our "*Changes to the cheque clearing cycle*" leaflet from our website at www.unity.co.uk.

*or a reduction in debit interest if the account is overdrawn.

Unpaid cheques

Cheques you have paid into your account

We refer to these as 'unpays inward'.

This is the term used when a cheque you have paid into your account has been returned to us unpaid by the drawer's bank. This can occur for a number of reasons including where the drawer has stopped the cheque, or where there are insufficient funds in their account to cover the payment.

We may levy a charge to your account for unpays inward[†].

Cheques you have issued

We refer to these as 'unpays outward'.

This is the term used when we are unable to honour a cheque issued by you. This could be where you have stopped the cheque, or when you have insufficient funds in your account and do not have an overdraft arrangement which covers the cheque. The cheque is then returned to the presenting bank as unpaid[†].

We may levy a charge to your account for unpays outward[†].

If you think that your account may go overdrawn, and you need to discuss arranging an overdraft – even for a short period of time - then please call us as soon as possible on 0845 140 1000 and we will be happy to discuss your requirements.

[†] Details of our charges can be found in the current *Service Charges* leaflet.

Out of date cheques

There is no time limit for the presentation of cheques, so if you have issued a cheque which has not been presented by the payee, and which is over six months old, which you do not want to be honoured, you should contact us to arrange to stop the cheque. Alternatively, you can stop the cheque yourself, using our Internet Banking service.

There is a charge levied for stopping cheques. It is less expensive for you to stop cheques through our Internet Banking service – details of our charges can be found in the current *Service Charges* leaflet.

Statements

You should always check your bank statements and any other documentation we send you and tell us as soon as you can if you find any errors.

If we need to investigate a transaction on your account, we may need your help, including for any investigations where we involve the police and we would ask for your full co-operation if this does become necessary.

Request for information/Annual audit

We will need your written instruction, signed in accordance with your account mandate, before we can send any information relating to your account, to a third party, including your Auditors.

Grant funding

If you need us to complete your application for grant funding, you should send your application to our Birmingham office.

Please remember to complete the details of **all** signatories on your application before sending it to us. Unfortunately, we can only accept original applications and **not** faxed copies.

N.B. There may be a charge for this service and details will be advised to you.

Financial difficulties - how we can help

We always consider cases of financial difficulty sympathetically and positively. If you are having difficulties, for whatever reason, it is important that you let us know as soon as possible, so that we can agree a course of action together. If you haven't advised us of any difficulties and we become aware of problems, we will contact you in writing. If speed seems to be important, we may try to contact you by phone, fax or email.

The following list gives some examples of what may concern us, particularly if you do not let us know what is happening. If you:

- go overdrawn without our agreement
- go over your agreed overdraft limit, especially more than once
- have large increases or decreases in your turnover
- are trading or operating at a loss
- suddenly lose a key source of income
- sell a large part of your business
- use a facility for purposes other than those agreed with us
- fail to make a loan repayment
- do not keep to conditions set out in a loan agreement
- do not supply agreed monitoring information on time
- have another creditor who brings a winding-up petition or other legal action against you

We subscribe to the Business Banking Code and under its statement of principles, we will do all we can to help you overcome your difficulties. With your co-operation, we will develop a plan with you for dealing with your financial difficulties and we will advise you, in writing, what we have agreed.

You can request a copy of the statement of principles via the link on our website or alternatively you can obtain one from the British Bankers Association website at www.bba.org.uk.

If you are in difficulties, you can also get help from debt-counselling and business support organisations. You can find details of these from the British Bankers Association website at www.bba.org.uk.

Data Protection

You are entitled to access the personal records we hold about you, including personal records connected with your business, under The Data Protection Act 1998. Applications for such information must be made in writing to:

The Data Protection Officer, Unity Trust Bank, Nine Brindleyplace, Birmingham, B1 2HB.

A £10 fee is payable for this information, as set out in the Data Protection Act.

The Data Protection Act covers information about individuals, but not limited companies or limited liability partnerships.

Account charges

Depending on the type of account you have with us, there may be charges involved in running your account. Our *Service Charges* leaflet details these charges. These charges are usually debited quarterly in arrears and you will be pre-notified at least 21 days before we debit your account with the charges.

In addition, we may make charges for other services, details of which are also outlined in our *Service Charges* leaflet. These charges will be advised to you and debited to your account.

If we provide a service that is not listed in our *Service Charges* leaflet, we will agree our charge with you before we provide the service.

Interest, charges and overdraft facilities

We can provide overdraft facilities to help get you through a short term problem, so that you don't go overdrawn on your bank account without prior agreement from us. The arrangement of this facility may be subject to your organisation's rules, regulations and/or constitution and our financial assessment of your request. For the sake of clarity, we will confirm details of the terms of the agreed facility to you in writing.

If you go overdrawn without arrangement or if you exceed your overdraft limit, we will charge interest at our unauthorised overdraft interest rate. The rate of interest charged on an authorised overdraft will be less than that for an unauthorised overdraft.

Debit interest is calculated on a daily basis and is usually charged quarterly in arrears. Any debit interest will be pre-notified to you at least 21 days before it is debited to your account.

Our policy for handling financial difficulties is described in more detail on page 12 of this guide.

Interest rates and changes to interest rates

You will have been supplied with information on the interest rates that apply to your account and, if applicable, when the interest will be applied to your account.

You can find details of all our products and the interest rates they attract on our website. Similarly any changes to our interest rates will be displayed on this website.

If your account attracts credit interest at rates not specifically tied to our base rate, we will write to you within 30 days of the change, confirming the new rates.

We will notify you annually of any changes to the interest rates, applied to your account, throughout the year.

Foreign payments

All foreign transactions are undertaken through the Co-operative Bank Overseas Financial Services department, which acts as our agent for all foreign transactions.

We offer a range of foreign services including:

- Transfer of funds to an overseas bank
 - All requests must be made in writing and signed in accordance with your signing mandate
 - Charges for transfers vary and full details can be found in our *Service Charges* leaflet
- Foreign Drafts
 - You can request a foreign draft in sterling or a foreign currency
- Cheques for collection
 - We can collect a foreign currency cheque or a cheque drawn on a bank overseas

For further details of these and any other foreign services, and the associated charges, please call 0845 140 1000.

Terms and conditions

Please read the terms and conditions booklet carefully. It provides important information about your account, including Internet Banking and Telephone Banking and, together with the application form and this guide, forms the contract between us.

We may want to vary these terms and conditions from time to time. If we do, we will notify you of a change as follows:

- If the change is to your disadvantage, we will tell you about it, in writing, at least 30 days before we make the change. At any time up to 60 days from the date of the notice detailing the change, you may, without notice, switch your account, or close it, without having to pay any extra charges or interest for doing so
- For changes which are not to your disadvantage, we may make the change immediately and tell you about it within 30 days
- If we make a major change, or a lot of minor changes, in any one year, we will send you a copy of the new terms and conditions, or a summary of the changes
- When we change the interest rate on your account, we will update our website within three working days. Where the rate of interest is not linked to the Bank of England base rate we will advise you in writing within 30 days of the change

Fixed term products

Fixed term deposits

If you have surplus funds in your account, which are in excess of £100,000, then you could be earning extra money. You can do this by investing the excess funds in one of our fixed term deposit products. Contact us for details and we will be happy to let you know what the interest rates are and to make the necessary arrangements for you.

Money invested in this type of account is designed to be deposited for a set period, which you can decide. Should you need to withdraw money from one of these products, before the original agreed term has finished, then there may be penalty charges and you will lose some interest. We will let you know of the amounts involved if this happens.

Fixed term loans

We offer a range of fixed term loans. If this is of interest to you, contact us and we will be happy to discuss your needs and let you have information about your specific requirements. Simply call us on 0845 140 1000.

If, after you've taken out a fixed term loan you change your mind, or decide to repay it early, you may incur penalty charges and additional interest. If this happens, we will let you know the amounts involved.

Other banking services

Website

Visit our website www.unity.co.uk to learn more about our products and services.

Internet Banking

We were one of the first banks to introduce Internet Banking to organisations. This is a convenient way to do your banking at any time of the day or night.

You can carry out a whole range of transactions, including checking balances, paying regular bills, transferring money between Unity Trust Bank accounts, or into other UK bank or building society account.

If you would like more information about our Internet Banking service please call us on 0845 140 1000.

Telephone Banking

We offer Telephone Banking to all signatories on your account. You can also nominate other key people to be Telephone Banking users and to do this you can download an application form from our website. All users have their own password to give them access to the service, which allows users to make transfers, stop cheques and obtain general information relating to the account.

Unity e-Payment

Unity e-Payment allows your organisation to make payments (Direct Credit), receive payments (Direct Debit) and send AUDDIS messages.

You can also use Unity e-Payment as a replacement for your existing BACSTEL-IP payment service.

Unity e-Payment features:

- Flexible access 24 hours a day, 7 days a week
- Secure multi-user access
- Dual authority
- Easy to use
- Saves time and money, all payment files are submitted online, no form filling
- Same day Credit/Debit
- All reports are available electronically
- Provides sort code and account number validation
- Disaster recovery option for your existing BACSTEL-IP software, which can be used anywhere

Technical Requirements

Microsoft Windows 2000/XP. 256MB RAM, 100MB free hard disk space.

Internet Explorer 5.5 or above, 128-bit data encryption.

You can choose from three options with Unity e-Payment depending on your needs and activity levels:

Option 1 – Manual Data Entry (MDE)

Option 2 – Pay As You Go (PAYG)

Option 3 – Monthly Subscription

If you would like further information on these options please visit our website or call us on 0845 140 1000.

If you are not happy with our service

We have procedures in place to help resolve complaints and disagreements. We will act fairly and reasonably to seek to resolve problems quickly, using plain English throughout.

How we will handle your complaint

We pride ourselves on the fact that we listen to our customers and we do everything we can to provide you with excellent levels of service.

We recognise, however, that there may be times when we fail to meet your expectations. When this happens, we encourage you to tell us and give us an opportunity to resolve the problem to your satisfaction.

How and where to complain

If you are not satisfied with any aspect of our service or products, you can tell us about your concerns in the following ways:

By phone: 0845 140 1000

By email: us@unity.co.uk

In writing: The Banking Operations Director, Unity Trust Bank plc, Nine Brindleyplace, Birmingham, B1 2HB.

What we will do

Your complaint will receive urgent attention from a senior member of our team. Our aim is to resolve your complaint as quickly as possible, ideally by the end of the business day following receipt. If we are able to resolve the complaint to your satisfaction, no further action will be taken.

If, for any reason, we have been unable to resolve your complaint by the end of the following business day, we will write to you within five working days of receipt of your complaint to acknowledge the complaint and let you know who is dealing with it.

In the majority of cases, we will be able to send you a final response within four weeks of receipt. If we are unable to do this, we will write to you explaining why we are not yet in a position to resolve the complaint. We will also tell you how much longer we think it will take.

In the unlikely event that we cannot reach agreement with you by the end of eight weeks, we will send you either:

A Final Response letter, which will explain our final position, or a letter giving reasons for the delay in resolving your complaint and an indication of when we expect to reach a conclusion. We will also send you a copy of the Financial Ombudsman service standard explanatory leaflet.

You can appeal to the Financial Services Ombudsman if you feel that we have not kept to any of these procedures.

The Financial Ombudsman Service

The Financial Ombudsman Service acts independently of the bank and provides a free service as an impartial adjudicator. The Ombudsman can deal with complaints about most types of banking business from most types of customer.

However, there are certain types of complaint and customer that the Ombudsman cannot deal with, including the following:

- A mistake that has not caused financial loss, material inconvenience or material distress
- Matters that have been (or are being) dealt with by a court
- The way the banking system operates
- The way in which a bank used its commercial judgement - for example, whether or not to grant a loan - and the terms applied, unless there was maladministration (maladministration includes a material mistake, undue delay, improper discrimination or failure to follow proper procedures)
- Fees or interest that are charged properly under the terms of the account
- Where the complaint is from a business, a charity or from a trustee of a trust any of which have an annual turnover in excess of £1million

If you want to ask the Financial Ombudsman Service to review your complaint, you must do this within six months of the date of our Final Response letter.

You can contact the Financial Ombudsman Service in the following ways:

By phone: 0845 080 1800

By email: enquiries@financial-ombudsman.org.uk

In writing: The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR.

For further information please visit www.financial-ombudsman.org.uk

Membership of the Financial Services Compensation Scheme

We are a member of the Financial Services Compensation Scheme. This is a statutory fund of last resort and is designed to pay compensation if we are unable, or likely to be unable, to pay claims against us. Payments under the scheme are limited to 100% of the first £35,000. You can find out more information, and get details of the scheme rules and who is eligible:

By phone: 0207 892 7300

In writing: Financial Services Compensation Scheme, 7th Floor, Lloyds Chambers, 1 Portsoken Street, London, E1 8BN.

Online: www.fscs.org.uk

Business Banking Code

We subscribe to the terms of the Business Banking Code. You can obtain a copy of the code by contacting us on 0845 140 1000.

In subscribing to the Business Banking Code we promise that we will act fairly and reasonably in all our dealings with you by meeting all the commitments and standards in this Code. The commitments are:

- We will make sure that our advertising and promotional literature is clear and not misleading and that you are given clear information about our products and services
- When you have chosen an account or service, we will give you clear information about how it works, the terms and conditions and the interest rates which apply to it

- We will help you to use your account or service by sending you regular statements (where appropriate) and we will keep you informed about changes to the interest rates, charges or terms and conditions
- We will deal quickly and sympathetically with things that go wrong and consider all cases of financial difficulty sympathetically and positively
- We will treat all your personal information as private and confidential and operate secure and reliable banking and payment systems
- We will publicise this Code, have copies available and make sure that our staff are trained to put it into practice

The Code is monitored by the Banking Code Standards Board, which can be contacted:

By phone: 0845 230 9694

In writing: Banking Code Standards Board, Level 12, City Tower,
40 Basinghall Street, London, EC2V 5DE

Online: www.bankingcode.org.uk

If you feel that we have not met the standards of the Banking Code, please tell us.



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