

For business. For family. For life.



ARBUTHNOT LATHAM

Private Bankers

Since 1833

Online Banking Terms & Conditions



1. Definitions

In these terms and conditions, the following words have the following meanings:

“we”, “us” means Arbuthnot Latham & Co., Limited and our parent company Arbuthnot Banking Group PLC and also includes a reference to our agents and partners;

“you”, “your” means you, the personal or business client and includes a reference to your employees, agents and nominated third parties who may operate the Online Service on your behalf from time to time;

“Account” means all or any of your sterling or foreign currency accounts held with us;

“Terms” means these Online Banking terms and conditions relating to your use of the Online Service, as the same may be varied, amended, modified or supplemented from time to time;

“Banking Terms and Conditions” means the General Banking Terms and Conditions relating to your Account and previously issued to you by Arbuthnot Latham & Co., Limited as the same may be varied, amended, modified or supplemented from time to time and as such terms and conditions are supplemented by these Terms;

“Business Day” means between 09.00 and 17.00 (GMT) on a day which banks are open for general business in London (other than Saturday, Sunday and Bank Holidays). On Christmas Eve and New Year’s Eve, or the nearest working day if either falls on a weekend, the office will close at 14.00 (GMT);

“Charges Schedule” means the Peacock, Business and Standard charges schedules containing information on our charges and minimum balance requirements refer to the Definitions page under “Banking Terms and Conditions”

“Computer” means the computer, together with any other electronic devices (including telephones and tablets) by which, from time to time, you may access the Online Service and effect transactions;

“Online Service” means the banking services hosted and made available to you for the purpose of administering your Account and sending instructions via the internet, as described in section 5.1 of these Terms;

“Password” means the alpha numeric Password(s), remote login code and/or other code(s) issued by us to you (or your employees or agents) in order that you may access the Online Service, as such codes and Passwords may be changed by you or us, from time to time;

“Site” means the Arbuthnot Latham website at www.arbuthnotlatham.co.uk from which the Online Service may be accessed, or such other web address as we may notify to you from time to time;

2. Online Banking Terms and Conditions

- 2.1. These Terms set out the basis on which you may use the Online Service provided to you by Arbuthnot Latham & Co., Limited. No one else apart from us and you have any rights under, or may enforce, these Terms.
- 2.2. These Terms are supplemental to the Banking Terms and Conditions previously issued to you in relation to your Account and form part of, and are to be read together with, those Banking Terms and Conditions. The Banking Terms and Conditions shall remain in full force and effect, your use of the Online Service and your Account will continue to be governed by the Banking Terms and Conditions.

3. Establishing your use of the Online Service

- 3.1. Once we have accepted you as a user of the Online Service, your log on ID and password will be sent via email or text together with instructions on how to set up your systems and, where applicable, to enable your nominated employees and agents to use the Online Service for the first time.
- 3.2. You must keep your Password, the set up information and all other security details in connection with your Account and the Online Service strictly confidential and you must take care not to disclose them to any third party.

4. How the Online Banking Service applies to different types of Accounts

- 4.1. If your Account is held in joint names, each Account holder may use the Online Service. However, in order to use the Online Service your Account must be set up so that either one of you can authorise transactions on your own and both account holders will require separate login details.
- 4.2. As a joint Account holder, the liability under these Terms is joint and several. This means that you and any joint Account holders are liable together, but also individually.

- 4.3. As soon as one of you tells us that another joint Account holder is no longer allowed to authorise transactions, or if we reasonably believe transactions should be authorised by you both jointly, we will suspend the Online Service on that Account.
- 4.4. If you are a business client, you will be able to nominate your employee users and agents to use the Online Service and to issue instructions and operate your Account. We will ask you to complete and sign a written mandate and to verify your nominated employees and agents and to set parameters in respect of their activities in relation to each of your Accounts via the Online Service Site. You should be aware that if you grant an employee user or agent administration rights in respect of any of your accounts, then that employee or agent will also be able to effect transactions on your behalf via the Online Service. View only access can also be granted.
- 4.5. If you are a business client, you are responsible for the actions and omissions of your employees and agents in connection with the Online Service.
- 4.6. You may request that we accept instructions in relation to your Account from a third party. You will be able to nominate third party users and limit their activities in relation to each of your Accounts via the Online Service. We will ask you to complete and sign a written mandate to nominate and verify any third party user and to set parameters in respect of their activities in connection with your Account. We will require additional identity documents for each third party or agent. You should be aware that if you grant a third party user administration rights in respect of any of your Accounts, then the third party user will be able to administer your Account and effect transactions on your behalf via the Online Service.
- 4.7. If you authorise a third party to operate your Account and issue instructions then you will be responsible for their actions and omissions as if they were your own actions and omissions.
- 4.8. You will procure that all your employee users and agents, any third party nominated by you under term 4.4 and 4.6 above will, at all times, adhere to these Terms, to the conditions of use in respect of the Site and to any other instructions which we may issue from time to time in respect of the Online Service.

5. Using the Online Service

Scope of Services

- 5.1. The Online Service is designed to assist you with the administration of your Account over the internet and to provide you with a means of sending us messages and instructions concerning your Account. By way of example, you may use the Online Service to:
 - a) view and download transaction information;
 - b) access summary information about your Account(s);
 - c) order cheque books and copies of statements;
 - d) send us payment and transfer instructions; and
 - e) send us secure messages regarding your Accounts.
- 5.2. The list of services contained in term 5.1 above is not exhaustive or conclusive. Full details of the functionality of the Online Service will appear on the Site and from time to time, the scope of the services may change. We may suspend or discontinue any aspect of the Online Service with or without notice.

Accepting & Processing Instructions

- 5.3. You irrevocably authorise us to process and act upon instructions and messages in connection with your Account received via the Online Service. We will withdraw monies from and credit monies to your Account and effect transfers and payment instructions if we receive instructions to do so, where we reasonably believe such instructions to be valid.
- 5.4. Subject to Term 5.5 below, when you send messages in respect of any of the services comprised in the Online Service, for example if you send us payment instructions or ask us to effect a transfer of monies, then these instructions constitute requests which are sent to us for future processing. You should not rely upon any of your instructions or requests as having been complied with, unless and until the relevant transaction status report on the Site indicates that your transaction is confirmed or otherwise complete.
- 5.5. You are able to submit Faster Payments via the Online Service. Depending on the time of day, Faster Payments will be actioned near real time. Please see our Banking Terms and Conditions for further information on processing cut-off times.

- 5.6. If you need to execute a transaction urgently you should telephone us, or contact your Private Banker. An instruction sent to us via the Online Service will not be simultaneous with your required transaction, so you should always allow for processing time when planning your instructions and transactions. Instructions and messages received outside Banking Hours will not be processed until the commencement of Banking Hours on the next Business Day.
- 5.7. We are not obliged to accept or act upon your instructions and may decline to do so without giving you a reason. If, at any time we suspect a security breach, mistake or fraud, we may delay processing your instructions or responding to your communications or we may suspend the Online Service as contemplated by terms 5.14 and 10.
- 5.8. You agree that you will comply with any notices, messages or instructions displayed on your Computer screen, or which we otherwise send to you, when you are using the Online Service. All such notices, messages and instructions are deemed incorporated in these Terms.

Display of Information

- 5.9. Whilst we will take reasonable care to ensure the completeness, accuracy and integrity of the information displayed on the Site and via the Online Service, the information is only a reproduction of the information held on our systems at the relevant time or, where information is received from a third party, an accurate reproduction of the information received by us from that third party, at the relevant time.
- 5.10. If you view your Account balance, any balance figure displayed at the time of viewing will not necessarily be available in full for you to withdraw or transfer. The balance shown may not take account of any debits, credits or other transactions in respect of your Account that have not yet cleared through the relevant banking transmission systems. The availability of funds in your Account may also be affected by items such as court orders and by insolvency procedures. Please refer to the Banking Terms and Conditions for further information.
- 5.11. You must check carefully the information about you and your Account displayed via the Online Service. You agree to contact us immediately if you uncover a discrepancy or if you know, or suspect, that any information displayed is incorrect.

Availability of the Service

- 5.12. We shall try to ensure a continuous service, but there may be times when the Site and the whole or any part of the Online Service is unavailable due to intransient web conditions, for maintenance, if we suspect security breaches or fraud, due to strike, industrial action, failure of power supplies, failure of equipment, (hardware and software) or events generally, beyond our reasonable control.
- 5.13. We will use reasonable efforts to inform you without undue delay through the Online Service and/or the Site if any service under the Online Service is unavailable.
- 5.14. We may withdraw or suspend any service comprised in the Online Service without notice where we consider it necessary or advisable to do so. For example and without limitation, we may elect to suspend or withdraw services where:
- a) we suspect a breach or potential breach of security;
 - b) you fail to take reasonable care to ensure the security of your use of the Online Service;
 - c) we need to suspend the Online Service for maintenance; and
 - d) any third party overhears any telephone call that you may make to us in connection with your Account or any aspect of the Online Service.
- 5.15. We are not responsible and shall not be liable to you for any loss, expense or delay that you may suffer as a result of any delay, withdrawal or suspension of the Site, the Online Service and the processing of instructions.

Copyright

- 5.16. The copyright and all other intellectual property rights in the material contained in the Site, together with the website design, text and graphics, and their selection and arrangement, and all software compilations, underlying source code and software (including applets) belongs to us or our licensors. All rights are reserved. None of this material may be reproduced or redistributed without our prior written permission. We acknowledge however that you may wish to download and store information concerning your Account. Accordingly, you may download or print a single copy for your own, off-line viewing.

6. Charges

- 6.1. You are liable for any telephone or other communication charges and any charges made by your Online Service provider or any third party incurred as a result of you using the Online Service.
- 6.2. Charges in relation to transactions will apply as set out in our published Charges Schedule;

7. Security

- 7.1. You must observe at all times the security duties in relation to your Password to prevent unauthorised use or fraud. You must:
 - a) never access the Online Service from any public or untrusted computer;
 - b) never access the Online Service in such a way that third parties would be able to see, access or obtain your Password;
 - c) keep your Password secret. Never record your Password on any software or utilise any "save Password" facility on your internet browser whereby your Password is automatically saved for future use; or
 - d) never leave your Computer or device unattended whilst using the Online Service or otherwise, use your Computer and/or the Online Service in a place where people can overlook your screen or see your Account Information.
- 7.2. The following precautions should also be taken to prevent unauthorised use or fraud. You must:
 - a) keep your Computer or device secure (please refer to term 8.5);
 - b) always treat emails you receive from senders claiming to be from your bank with caution and be wary of emails or calls asking you for any personal security details. We (or the police) will never contact you to ask you for your online banking or payment card PINs, or your Password information; and
 - c) always access the Online Service by typing the bank address into your web browser. Never go to an Online Banking site from a link in an email and then enter personal details.
- 7.3. You must comply with all instructions which we may give you from time to time in relation to the operation of the Online Service, your Password and security arrangements in connection with the same.
- 7.4. We are not responsible or liable to you if:
 - a) you divulge your security information or Password to any third party;
 - b) any third party sees information concerning your Account displayed on your screen;
 - c) any third party observes you when entering your Password; or
 - d) any third party overhears any telephone call that you may make to us in connection with your Account or any aspect of the Online Service.
- 7.5. We are not liable for any disclosure of confidential information to any third party where you have misused the Online Service, have breached these Terms, or otherwise, have failed to keep your security information safe and confidential.
- 7.6. Unless you have acted fraudulently or without reasonable care (for example, by not following the advice in terms 7.1, 7.2, 7.3 and 5.15), you will not be liable for losses caused by someone else which take place through the Online Service.

8. Technological Requirements

- 8.1. You can use the Online Service provided that you have equipment which is compatible with our systems. Please refer to the "Help" section of the Site for further information on our systems.
- 8.2. We may make available installation or other software for operation of the Online Service and we give you permission to use the software and other items for the purposes of your installation and use of the Online Service. The software will have been thoroughly tested and checked for viruses and certified for production.
- 8.3. You agree that you have no rights in the software or other items supplied to you in connection with the Online Service and you agree to use the same only in accordance with our instructions.
- 8.4. You will not use the software or other items for any unlawful purpose, nor will you attempt to modify, reverse engineer, merge or decompose any software or other items that we may supply to you.

- 8.5. We use a very high level of encryption and we shall not be liable to you for any loss or damage suffered by you as a result of you not being able to use the Online Service. We recommend that you only utilise the Online Service using a Computer which has the most up to date anti-virus, firewall and security patch software. Please refer to the "Help" section of the Site for further information.
- 8.6. You are responsible for ensuring that:
- the Computer or device you use to access the Online Service is kept fully operational;
 - any software installed on your Computer or devices kept virus free; and
 - all your important data is backed up at regular and frequent intervals.

9. Messaging

- 9.1. You may send us and we may send you secure messages via the Online Service. You should check your messages regularly as they may contain important information about your Account.
- 9.2. If you send us a message, we will respond in two Business Days. If this is not possible, or if we cannot, or are not prepared to respond to your request within this time frame, or at all, we will aim to let you know this within two Business Days. You should be aware that if you send us a request, you may not be able to reverse or retract that request before it is implemented.
- 9.3. Please refrain from sending us messages which:
- relate to matters for which there is already specific functionality within the Online Service, for example; to make a payment or order a written statement;
 - require immediate attention – as set out at term 4.6, please telephone us with any urgent requests;
 - report the loss/theft or misuse of cheques, credit cards, PIN numbers or any of your security details for use in connection with the Online Service – please telephone us immediately with this information;
 - are offensive, frivolous or otherwise inappropriate.
- 9.4. We may send you messages about your Account, our products and services or any other service related matter. If you do not wish to receive information concerning our products and services, please write to us, addressing your letter to the Data Protection Officer. Please refer to term 18.02 of the Banking Terms and Conditions for further details.

10. Variation and Termination

- 10.1. If you breach any of these Terms, then we may, at our option, suspend your use of the Online Service or terminate your use of the Online Service, with immediate effect. You agree that such suspension or termination under these Terms may be effected without prior notice.
- 10.2. Suspension or termination of your use of the Online Service will not terminate or suspend your Account, unless we give you notice that we are terminating your Account or unless we tell you that your Account is suspended. Termination or suspension of the Online Service will not affect your liability to us in respect of your Account. Please refer to the Banking Terms and Conditions for further information.
- 10.3. You may terminate your use of the Online Service at any time. You agree to comply with any instructions that we may give you, particularly with regard to any security requirements, in order to terminate your use of the service.

11. Warranty and Indemnity

- 11.1. You warrant to us that you will only use the Online Service in accordance with these Terms.
- 11.2. You hereby confirm and agree to compensate us fully on demand, in respect of any loss, cost, liability, action and/or expense that we may suffer or incur as a result of:
- your misuse of the online service;
 - any breach of the Banking Terms and Conditions or any breach of these Terms;
 - the supply of information by you that is false or misleading in any way; or
 - acting on instructions relating to your Account and the provision of the Online Service in connection with your Account.

12. Miscellaneous

- 12.1.** We may at any time appoint agents, subcontract, or outsource some or all of the services and functionality comprised in the Online Service.
- 12.2.** If we fail to exercise a right and/or remedy under these Terms, such failure will not prevent us from exercising other rights or remedies or the same type of right or remedy on a later occasion.
- 12.3.** If any provision of these Terms is held to be unlawful, invalid, or unenforceable, that provision shall be deemed severed and the validity and enforceability of the remaining provisions of these Terms shall not be affected.
- 12.4.** Save in the case of error, our records will be evidence of your dealings with us in connection with the Online Service and your Account. You agree that you will not object to the admission in evidence of our records in any legal proceedings on the basis that our records are not originals, are produced by computer or are not in writing.
- 12.5.** We are not obliged to monitor your use of the Online Service or your compliance with these Terms, or the Banking Terms and Conditions.
- 12.6.** From time to time, we may amend, vary, modify or update these Terms. We will notify you of any change no later than thirty, (30) days before such change takes effect.
- 12.7.** We reserve the right to assign, novate, or otherwise transfer our rights and obligations under these Terms to the extent that it is necessary for us to provide the Online Service. Your consent will be required where any such assignment may adversely affect the service provided to you. Unless we agree otherwise, you may not assign, novate, or transfer your rights and obligations under these Terms.
- 12.8.** Arbuthnot Latham & Co., Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.
- 12.9.** Details of the Financial Services Compensation Scheme, the Financial Ombudsman Scheme (if and to the extent these Schemes apply to you) and details of our complaints procedures and how to complain are contained in the Banking Terms and Conditions.
- 12.10.** These terms and conditions shall be governed by and construed in accordance with English law and the parties agree to submit to the non-exclusive jurisdiction of the English Courts.

Contact Information

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