

Your Agreement

Product Specific Conditions

Commercial Undesignated Client Account or Commercial Designated Client Account

Contains additional terms and conditions for the Commercial Undesignated Client Account or Commercial Designated Client Account that you hold with us.

1. **What is a Commercial Designated Client Account or a Commercial Undesignated Client Account?**

A **Commercial Designated Client Account** is an account held with us in your name, which is designated as holding funds, which are beneficially owned by one or more of your clients. The money paid into a **Commercial Designated Client Account** belongs to the client which you name in the **Commercial Designated Client Account** title. You give us this title when you open your **Commercial Designated Client Account**.

A **Commercial Undesignated Client Account** is an account held with us in your name that is holding pooled funds beneficially owned by an unlimited number of your clients, but where those clients are not named or otherwise identified in the title of the account.

We call both of these types of accounts a “**Client Account**” in these Product Specific Conditions.

2. **What do you need to read to understand your agreement with us relating to your Client Account?**

These Product Specific Conditions are just one part of the agreement between you and us relating to the **Client Account** you hold with us.

You also need to read:

- The General Conditions
- The authority you have given to us relating to the operation of your **Client Account**
- Your application form for the **Client Account**
- The Account Charges and Processing Times brochure

3. **What happens if the documents that make up the agreement say different things?**

If these Product Specific Conditions say one thing, and the General Conditions say another, these Product Specific Conditions will apply.

4. **Which rules apply when you open a Commercial Designated Client Account?**

When you open a **Commercial Designated Client Account**, you must provide us with certain information about each of your clients because we are required to complete customer due diligence checks. We are also required to report information about the tax status of your clients to the tax authorities. We will provide you with an application form, checklist, tax forms and guidance on how the tax forms need to be completed. You must:

- complete an application form and checklist for each client that you want to open a **Commercial Designated Client Account** for;
- if applicable, make sure that each client completes a tax residency self-certification form and check that this form is consistent with your records and knowledge about the client;
- return the completed application form, checklist and tax-residency self-certification form to us; and
- notify us of changes to each client’s circumstances if they relate to information provided to us as part of the process of opening the **Commercial Designated Client Account**.

Where applicable, you must allow us to carry out our own customer due diligence checks on your clients if we decide to do that. You must provide help to us

so we can do that, if we ask you to. We can carry out the checks ourselves, even if we are entitled to rely on your customer due diligence checks.

5. Which rules apply when you open a Commercial Undesignated Client Account?

When you open a **Commercial Undesignated Client Account**, you accept that we can rely on you having completed customer due diligence checks on each of the clients for which funds are held in the **Commercial Undesignated Client Account** in accordance with all laws and industry guidance relating to anti-money laundering.

You must allow us to carry out our own customer due diligence checks on your clients if we decide to do that. You must provide help to us so we can do that, if we ask you to. We can carry out the checks ourselves, even if we are entitled to rely on your customer due diligence checks.

6. Are there any rules that apply to how you use your Client Account?

You must only use your **Client Account** for the purpose of holding client funds.

You must ensure that any money that you hold with us in a **Client Account** is held by you in accordance with the law. You must also make sure that the way you hold that money protects it from your creditors. We are not responsible for doing this for you. We cannot advise you on how to make sure that you comply with the laws that apply to your business.

7. What currency will be used when you want to make payments using your Client Account?

When you ask us to make payments, we will always make those payments in Sterling, unless you specifically ask us to do something different.

8. What currency will show on your statements when you make or receive payments?

Payments to and from your **Client Account** will show on your statements in Sterling.

9. Can we take money from your Client Account to pay off a debt you owe?

No. We will not ever take money from your **Client Account** to pay off debts that you owe.

10. Can you have an overdraft?

We will not agree an authorised overdraft on your **Client Account**. An authorised overdraft is an overdraft that we agree in advance with you and which is subject to a separate agreement between you and us.

You must not let your **Client Account** go into an unauthorised overdraft. You will be using an unauthorised overdraft if you take out cash or make a payment when you do not have enough available funds. You will also be using an unauthorised overdraft if a payment into your **Client Account** is recalled by the paying bank or we have added charges, and you do not have enough available funds in your **Client Account** to cover the amount.

When we say available funds, this includes the amount of any credit balance on your **Client Account**. It does not include any funds that are not yet available for you to use (like recent cheque deposits) or payments we have authorised but not yet taken from your **Client Account**.

If your **Client Account** does become overdrawn, we will charge interest at the relevant rate for unauthorised overdrafts. You may also have to pay other charges. For details of our unauthorised overdraft interest rate and charges, please see the Account Charges and Processing Times brochure or refer to business.bankofscotland.co.uk

Tell us what you think of this communication

We won't ask for any personal information in this survey.



Our service promise

Please let us know if you have a problem – we're here to help. See our complaints process on our 'Help & Support' page at business.bankofscotland.co.uk/complaint

Find out more

 **Speak to your relationship team**

 business.bankofscotland.co.uk/business

Please contact us if you would like this information in an alternative format such as Braille, large print or audio.