

Authority to operate account(s) (Authority Terms and Conditions)

This Authority sets out the terms and conditions that apply to the Key Business People, the access levels for each of the Key Business People and the signing instructions on the account, all as explained below. This Authority is part of the agreement between the business as account holder, and TSB Bank plc ("the Bank" or "we/our/us"), together with the Terms and Conditions of the account and the other documentation listed in the Terms and Conditions as forming part of the agreement with us.

- Key Business People are the people involved in the business;
- Each of the Key Business People will have a specified access level to the account; and
- Signing instructions can be set for the account.

Together, we call these instructions the Authority to operate the account.

1. Key Business People

All changes to Key Business People must be notified to us promptly. A change may be because a Key Business Person has left the business, or a new Key Business Person has joined the business. Changes can be notified to us by completing an "Update your business details" form.

Key Business People include (depending on the type of business or organisation):

- **Directors** – these are the people listed at Companies House as being the directors of a company
- **Partners or members** – these are people or a corporate body that owns or runs a Limited Liability Partnership or General Partnership structure
- **Trustees** – these are people who share ultimate responsibility for governing a charity or trust and directing how it is managed and run
- **Shareholders with 25% or more shareholding in the business**
- **Significant influencers** – these are people with a significant impact on the day-to-day running of the business but who do not hold one of the other positions in this list. For example, it could be someone who has control over the business' finances and bank account activity, such as a Finance Director or controller
- **Sole Trader** – a person who is the exclusive owner of a business that is not registered as a Limited Company
- **Signatories only** – these are people who do not hold any of the other positions in this list, but who have access to the account with us.

If we request it, relevant evidence and documents to support the change to Key Business People must be provided. For example, this may be providing us with a copy of a Partnership Agreement if a partner is added or removed.

2. Access levels

The access levels each of the Key Business People can have to the account are:

- **Full access** – this means a Key Business Person has authority to conduct and authorise all activities with the Bank on behalf of the business. This includes making payments, talking to us about the account, accessing Internet and Mobile Banking, applying for all products and authorising all changes (for example, updating addresses or changing the Key Business People). We will give Key Business People with this level of access any information about the account.
- **Signatory only access** – this means that the Key Business Person has authority to make payments from the account only. This may be with their Debit Card, in Branch, or via Telephone, Internet or Mobile Banking depending on which of these they have been granted access to. They cannot make any other changes to the account or apply for products. Key Business People with signatory only access are not entitled to any information about the account.
- **View only access** – this means that the Key Business Person has authority only to view balances and transactions (online). Key Business People with view only access cannot make payments or changes on the account.

Alternatively, a Key Business Person may be a **Non signatory** – this means a Key Business Person who has no access to the account. They are not able to make payments or changes on the account and cannot view balances and transactions.

At account opening, Key Business People are either granted full access, or identified as a non-signatory on the account. Access levels can be changed from full access to either signatory or view access only by completing an "Update your business details" form.

3. Signing instructions

Signing instructions are the number of Key Business People with full (or, in relation to payments, signatory only) access needed to conduct and authorise activities with the Bank on behalf of the business. The signing instructions can be one Key Business Person to sign, two Key Business People to sign, or all Key Business People to sign.

At account opening, the signing instructions chosen apply to all activity on the account (including payments and changes to the account). Separate signing instructions can be set for payments, by completing an "Update your business details" form. For example, the business may wish one Key Business Person with full or signatory only access to be able to authorise payments, but two Key Business People with full access to authorise all other activity on the account (such as applying for a product or making changes to the account).

If we become aware of a dispute between the Key Business People, we may require all Key Business People with full access to authorise any transaction, change or payment, regardless of the signing instructions on the account, until we are satisfied that the dispute has been resolved. Cards, Internet or Mobile Banking will also be suspended until the dispute is resolved. Payments in will be paid into the account as normal.

To confirm the dispute has been resolved we will require a new "Update your business details" form to be completed and signed by all Key Business People with full access regardless of what the current signing instructions are at the time.

4. Internet and Mobile Banking

This Authority relates only to instructions given in branch or by telephone. If Internet Banking or Mobile Banking is applied for, separate specific terms will apply to transactions carried out by Internet or Mobile Banking. For example, if the account has a signing instruction of "two to sign" for branch and telephone banking, and Internet Banking is applied for, any one of the authorised people for Internet Banking will be able to carry out transactions online.

However, our free Online Payment Control Service enables controls to be set for how payments are authorised for the business in Internet and Mobile Banking. Further information can be found at <https://www.tsb.co.uk/business/payment-services/online-payment-control-service/>

5. Making changes to the Authority

Changes to the Authority can be made at any time by the completing the "Update your business details" form.

When the completed form is submitted, the details and instructions provided in the form as to who the Key Business People are, the access levels of each of the Key Business People and the signing instructions for the account, replace any previous instruction or authority given to us in relation to the operation of the account. It is therefore important that the form is completed fully and accurately.

Any changes to the Authority only apply to activity that takes place after the date the change to the Authority is made; changes do not have retrospective effect.

6. Authority granted

By confirming that each of the Key Business People accept these Authority Terms and Conditions it is confirmed:

- the business appoints TSB Bank plc as its bankers
- the Bank is authorised to operate the account(s) in accordance with:
 - the instructions given in relation to the access levels each Key Business Person has;
 - the signing instructions given;
 - the Terms and Conditions of this Authority; and
 - the Terms and Conditions of the account(s)
- the details provided to the Bank are accurate and each Key Business Person agrees that we can make the checks, and use and disclose any personal and business information in accordance with the terms set out in "Your Information – Personal and Business Data" on our website at [tsb.co.uk/business/legal/mypersonal-data](https://www.tsb.co.uk/business/legal/mypersonal-data)
- the specimen signatures given when the Signature Forms are completed are correct.

In addition, by accepting these Authority Terms and Conditions the following is also confirmed as they apply to the business:

If the business is a partnership,

- any signature may be in the name of the partner or the partnership
- it is agreed that all partners (whether or not they have electronically accepted the Authority Terms and Conditions) are jointly and severally liable for all the liabilities of the partnership to the Bank. Therefore, each partner is separately responsible to us for all debts and liabilities of the partnership and not just a share of them. When a partner leaves the partnership, each partner (including the partner who has left) remains separately responsible to us to repay all the debts. We may take action against all or any of the partners.

Please refer to our separate leaflet on Joint and Several Liability for further details.

- when any partner stops being a member of the partnership by death or otherwise, and we have not received written notice to the contrary from the partnership or any of the partners or the executors, legal personal representatives or trustees of any of the partners, we can treat the surviving or continuing partners as having full power to carry on the partnership and to deal with its assets as if there had been no change in the partnership
- the Authority will not be affected by:
 - any change in the name of the partnership; or
 - any change in the partners of the partnership as a result of death, bankruptcy, retirement, any new partner(s) joining or otherwise.

If the business is an unincorporated body,

- where there is more than one Key Business Person with full access to the account(s), the Key Business People will be jointly and severally responsible to pay with interest all liabilities owed by the business to the Bank (including any overdraft or loan the Bank grants to the business). Therefore, if there is more than one Key Business Party with full access each of them will be liable for all (and not just a share) of the debts or liabilities on the account(s).
- where there is only one Key Business Person with full access to the account(s), that Key Business Person will be responsible to pay with interest all the liabilities owed by the business to the Bank (including any overdraft or loan the Bank grants to the business).

If you are a sole trader,

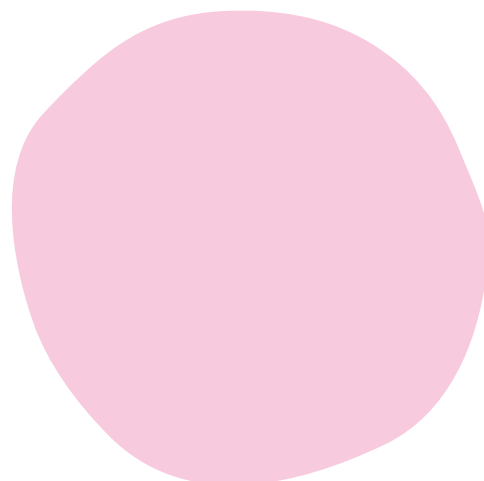
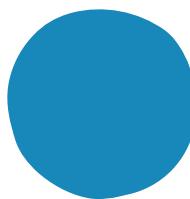
- and you have given another person (other than an authorised online third party provider on your behalf) access to authorise transactions or other business with us, and to operate your accounts, you will be personally responsible to us for all or any of the transactions carried out by any one you have authorised to undertake these transactions on your behalf.

If the account is for executor(s) or administrator(s),

- the written grant of probate document/letters of administration/certificate of confirmation in the Bank's favour will be obtained and produced to the Bank
- the Bank may keep and use:
 - any money in any account or account(s) in the sole name of the deceased kept with the Bank; and
 - any other money the Bank owed the deceased; and
 - any security or other assets the Bank holds for the deceased,
 as security or in reduction of any liability of the executor(s)/administrator(s) owed to the Bank (including any loan or overdraft granted to the executor(s)/administrator(s)).

If the business is a club, charity, society or non-personal trust,

- and where there is only one Key Business Person with access to the account(s) you agree to the declaration set out in the "Declaration" clause of the Terms and Conditions.



Other ways we can help.

Go to tsb.co.uk/business

Our normal call centre times are 7am to 8pm Monday to Friday, 9am to 2pm Saturdays. Due to COVID-19 they have reduced temporarily.

If you'd like this in another format such as large print, Braille or audio please ask in branch or call us on **0345 835 3858** (lines open from 8am to 6pm Monday to Friday, 9am to 2pm Saturdays).

If you have a hearing or speech impairment you can contact us using Text Relay or Textphone on **0345 835 3852** (lines open from 8am to 6pm Monday to Friday, 9am to 2pm Saturdays).

Important information

Calls may be monitored or recorded.

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TSB Bank plc is covered by the Financial Services Compensation Scheme and the Financial Ombudsman Service. (Please note that due to the schemes' eligibility criteria not all TSB Business customers will be covered by these schemes).



Business