Terms and Conditions for Personal Accounts (Individual & Joint)

1. Introduction

1.1. At the Bank of Beirut (UK) Limited, we want to help you understand how your account works so that you can benefit from the services that we provide.

1.2. These terms and conditions (the "**Terms**") contain details about how your account works. You should read the Terms carefully and keep a copy of them. You can also request a copy from us at any time. The Terms apply to any Current Account, Call Deposit Account or Fixed Deposit Account that we provide to you unless the Terms state that certain provisions only apply to a particular type of account.

1.3. Whenever we refer in this booklet to our "**Tariff**", we mean our tariff of charges. You will have been provided with a copy of the Tariff as part of your account opening pack and you can request a copy from us at any time. Please note that taxes or costs may apply to you that are not charged by us and/or will not be paid through us and these will not appear on our Tariff.

1.4. The agreement between you and the Bank is made up of:

1.4.1. these Terms;

1.4.2. the account application form;

1.4.3. the Tariff form; and

1.4.4. where we provide you with Online Banking Services, the Online Banking Terms

(the "Agreement").

1.5. In these Terms, where we refer to:

1.5.1. the "Bank", "we", "us" or "our", this means the Bank of Beirut (UK) Ltd;

1.5.2. "you" or "your", this means the person, business or other organisation that has signed the application form relating to these Terms;

1.5.3. "Business Day", this means Monday to Friday but does not include public or bank holidays in England and Wales;

1.5.4. "Charity", this means a body whose annual income is less than £1 million and is:

1.5.4.1. in England and Wales, a charity as defined by section 1(1) of the Charities Act 2006;

1.5.4.2. in Scotland, a charity as defined by section 106 of the Charities and Trustee Investment (Scotland) Act 2005; or

1.5.4.3. in Northern Ireland, a charity as defined by section 1(1) of the Charities Act (Northern Ireland) 2008;

1.5.5. "**Consumer",** this means an individual who is acting for purposes other than a trade, business or profession;

1.5.6. "**Micro-Enterprise**", this means an enterprise which, at the date that you entered into the Agreement, employs fewer than 10 persons and its annual turnover and/or annual balance sheet total does not exceed 2 million euro; and

1.5.7. "**Payment Instrument**", this means any personalised set of procedures we agree with you to initiate payments from your account, including procedures to initiate payments using the Online Banking Services.

1.6. We have split these Terms into separate sections with headings so that they are easier for you to read.

2. Opening an account

2.1. When you open an account with us, you will complete our account opening forms and provide supporting documentation to us.

2.2. A copy of the signature/s that you provide to us will be kept on file in order to verify your cheques, instructions and other documents. If you change the style of your signature, it is your responsibility to let us know as soon as possible. If you fail to let us know, we may not be able to verify your cheques, instructions and other documents and your instructions may not be carried out.

2.3. Once you have opened an account with us, your agreement with us will continue until we or you take action to end the agreement in accordance with clause 23.

3. Cancelling your current account or call deposit account

3.1. If you change your mind after having entered into this Agreement that you do not wish to proceed with your current account or call deposit account, you have a 14 day period in which to contact us to cancel the account or to switch to another account. This period begins on the day that you enter into the Agreement, or the day that you receive a copy of these Terms, if that is after the date that you enter into the Agreement.

3.2. If you wish to exercise your right to cancel, you should confirm this to us by either:

- writing to Bank of Beirut (UK) Limited, 17a Curzon Street, London W1J 5HS; or
- emailing our customer services support team at curzonstmo@bankofbeirut.co.uk

3.3. We will acknowledge the notice upon receipt. Please note that a cancellation notice is irrevocable.

3.4. If you exercise your right to cancel after having transferred funds to your account, we will arrange for those funds to be transferred within 5 Business Days to such other account as you may nominate, and the cost of such transfer shall be borne by you (out of the moneys transferred, unless you have separately provided for this cost).

3.5. Once the 14 day period has expired, your agreement with us will continue but you can still close your account and end your agreement with us in accordance with clause 23.

4. Joint accounts

4.1. Each of the named account holders is separately responsible for complying with the terms of the Agreement and all account holders are severally and jointly liable for money owed to us. This means that we have the right to demand repayment of the full amount owed to us, and not just a share of it, from all or any one of the account holders individually.

4.2. Any of the account holders can independently give us instructions in relation to the joint account, including giving payment instructions to withdraw some or all of the money in the joint account, change contact details, or apply for new products or services, unless you have specified otherwise in the account opening form. Any instruction given by one of the account holders will commit all of the account holders unless you have specified otherwise in the account opening form.

4.3. Unless there is a specific legal requirement to contact each account holder or you request that we correspond with all named account holders, we are entitled to contact only the first named person on the joint account.

4.4. If a joint account holder dies, the survivor(s) may continue to operate the joint account, and if there is more than one survivor, this clause 4 will continue to apply.

5. Partnerships

5.1. This clause 5 applies to you if you are a partnership (other than a limited partnership or a limited liability partnership).

5.2. Each partner (whether or not they have signed the application form) will be jointly and severally responsible to us for all debts and obligations of whatever nature of the partnership, together with all interest, fees and charges. This means you are all responsible individually as well as together for the full amount of any money due to us. If we need to take legal action against you, we may at our sole discretion take legal action against all or any of the partners for the full amount of all debts and obligations.

5.3. If there is a dispute between the partners about the partnership accounts, you agree that we may require all partners to authorise transactions which are to be made out of any accounts until all partners agree how the partnership accounts are to be run. Payments made into any accounts will be paid in the usual manner.

5.4. If a partner in a partnership dies or a partner ceases to be a partner of the partnership, we may treat the remaining partners as having the full power to carry on the relevant business. This applies unless we receive instructions to the contrary from any of the continuing partners, or from the executors, legal personal representatives or trustees of the deceased. Such instructions must be provided to us in writing.

5.5. If we are owed money in relation to your account:

5.5.1. when a partner dies, in addition to the surviving partners each remaining separately responsible, the deceased partner's estate will also be separately responsible for paying the debt and we may require payment from the deceased partner's assets; and

5.5.2. unless otherwise agreed between us and the partnership, when a partner leaves the partnership, on such date each partner (including the partner who has left) remains separately responsible to us to repay all of the debts outstanding at such date.

5.6. You must notify us immediately (in such form as we require) of any changes in the partnership, and the current partners must ensure that any incoming partners sign any documentation that we reasonably require in the form that we may specify from time to time. We will also need to complete any identification, background and other checks in relation to any incoming partners.

5.7. The authority that you have provided to us under the application form for your account will not be affected by:

5.7.1. any change in the name, style or constitution of the partnership; or

5.7.2. any change in the partners of the partnership as a result of death, bankruptcy, retirement and/or any new partner(s) joining or otherwise.

5.8. If any authority that you have provided to us under the application form for your account is changed or terminated, the partners will not be released from any responsibility for any act performed by us in accordance with instructions previously received from the partners or anyone else authorised to sign in relation to the account.

6. Payments into your account

When payments will be made available to you for withdrawal and when they will be value dated

6.1. If a payment is made into your account (via either cash or electronic payment) in sterling, euro or US dollars, it will be available for you to withdraw immediately and the credit value date (i.e. the point in time that we use to start calculating interest on the amount credited to your account) will be no later than the end of the Business Day on which we receive funds.

6.2. Where the funds received are in a non-EEA currency, the credit value date will be, and the funds will be available for withdrawal, no later than two Business Days after the funds are received.

6.3. If we receive funds which are in a currency other than the holding account currency, we will convert the amount received into the required currency using our rate of exchange which applies on the day that the payment is credited to your account. You can telephone our banking services department to find out the daily exchange rate on 020 7493 8342.

What information you need to provide to pay funds into your account

6.4. For a payment to be made into your account from another account in the UK, you will need to provide your account number and the Bank's sort code (60-83-75) to the person making the payment. You may also need to provide the name on the account and the Bank's address (Bank of Beirut (UK) Ltd, 17A Curzon Street, London W1J 5HS) but we will not use these details when we are checking to which account we should credit the funds. We will not be responsible to you if we credit the wrong account as a result of you providing incorrect details to the person making the payment.

6.5. For payments received from an account outside of the UK but within the EEA or payments made in a currency other than sterling, you will need to give the person making the payment your International

Bank Account Number ("**IBAN**"), Bank Identifier Code ("**BIC**") , full account name and complete address details. Details of the IBAN and BIC can be found on your statement. These are the only details that we will use when we are checking to which account we should credit the funds. We will not be responsible to you if we credit the wrong account as a result of you providing incorrect details to the person making the payment.

6.6. For payments received from accounts outside of the EEA, please contact us and we will confirm which information we will use when we are checking to which account we should credit the funds.

What information you need to provide for cash to be paid into your account

6.7. Any cash paid in over the Bank's counter must be accompanied by an appropriate credit slip bearing full details of your sort code and account number and a breakdown of the cash which is being deposited. The credit slip must be signed by the person paying in the cash. A counterfoil receipt will be given to the person paying in the cash.

6.8. If you are making a deposit of £7,500 or above (or the equivalent of that amount in a different currency), you will be asked to provide details and supporting evidence relating to the transaction (in accordance with relevant law and regulations).

Payments made into your account by mistake

6.9. If a payment has been made into your account by mistake for any reason, we will debit it from your account as soon as we realise we are at fault. Where the payment has been made into your account by mistake by another bank we may be asked by that other bank to return the payment. In those circumstances, we will contact you to let you know and the following will apply:

6.10. If the payment was received in the past 2 months, we will block access to funds of an equal amount for 15 Business Days and tell you that we have done this. During this time, you will need to confirm that the payment was meant for you, or we will return it to the paying bank.

6.11. If the payment was received more than 2 months beforehand, we will contact you before we block access to the funds or return them to the paying bank.

6.12. Please note that we will not be responsible if, by debiting your account, this takes you into an unarranged overdraft. You will be responsible for any charges and interest that apply in relation to the use of an unarranged overdraft. However, where we apprehend that our action under this clause will place your account into overdraft, we will give you prompt notice in order to allow you to pay further funds into your account to offset this.

7. Payments made out of your account

Information about the different types of payments you can make out of your account

7.1. If you instruct us to make a payment in a currency other than the holding account currency, when the payment is processed we will convert the amount to be paid into the required currency using our rate of exchange on the date on which we are deemed to have received your instruction. You can telephone our banking services department to find out the daily exchange rate on 020 7493 8342.

7.2. *Sterling direct debits* (applies to your current account only) – these are arrangements where you authorise an organisation to take money directly from your account. They may be one-off or regular payments. You need to complete a form given to you by the organisation that you want to pay. The organisation can vary the amount but must give you advance notice.

7.3. *Standing orders* (applies to your current account only) – these are paid in accordance with your instructions. You tell us whom to pay, how much and when, and the amount will be debited from your account on the due date.

7.4. *Cash withdrawals* (applies to your current account and/or call deposit account only) - if you wish to withdraw cash you can do so at our counters. You will need to give 48 hours' advance notice to us if you would like to withdraw £7,500 or more in cash. Any cash you withdraw will be debited from your account on the same day and charges will apply in accordance with our Tariff. A handling fee is charged on deposits and withdrawals of cash in accordance with our Tariff.

7.5. *Internal transfers* (applies to your current account and/or call deposit account only) - these are payments which are made from an account held with us to another account held with us.

Who can give payment instructions to us

7.6. We will accept payment instructions from you if they are given in accordance with the authority set out in your application form. We are not required to make further enquiries before we act upon such instructions. We will also accept payment instructions from anyone who has a legal right to give instructions to us.

7.6.1. Subject to availability you can initiate a payment instruction via our Online Banking Services. Such instructions will continue to be subject to these Terms and will also be subject to the additional terms out in the Online Banking Terms.. For the avoidance of doubt and regardless of the signing arrangements mandated by you, an instruction received via the Online Banking Services will be treated as having been given in accordance with the mandate of the account(s).

Available funds

7.7. You can only make a payment out of your account if you have available cleared funds in your account, unless you have arranged an overdraft facility (see clause 15).

7.8. If there are insufficient cleared funds in your account and you do not have an overdraft facility, or the payment would exceed the arranged overdraft, we are entitled to block the payment from being made (and will promptly notify you of this). If we cannot make a payment, you will incur an unpaid item charge as set out in our Tariff. If we permit your account to go overdrawn, you will also incur interest and charges in accordance with clause 15.

7.9. Credits to your account are accepted in the expectation that they will clear. The balance shown on your statement may include items which have not yet cleared. You may incur charges and interest if payments are made from your account before funds clear, even if you appear to have a sufficient balance to make a payment.

What information you need to provide for a payment to be made from your account

7.10. To make a payment to another account in the UK, you will need to provide the payee's account number and sort code to us. This is the only information that we will use to process the payment and we will not be responsible to you if the payment is not executed correctly as a result of you providing incorrect information to us. We may also ask you to provide other details such as the name of the payee's account but we will not use these details to process the payment.

7.11. To make a payment to an account outside of the UK but within the EEA or in a currency other than sterling, you will need to provide the IBAN and BIC relating to the payee to us (although from 31 October 2016 the BIC will no longer be required for payments made by SEPA credit transfer) as well as the full account name. This is the only information that we will use to process the payment and we will not be responsible to you if the payment is not executed correctly as a result of you providing incorrect information to us.

7.12. To make a payment to an account outside of the EEA, please contact us and we will confirm which information we will use to process the payment.

Receipt of your payment instructions, consenting to a payment and cancelling a payment

7.13. We will treat a payment instruction as received by us at the time that we receive it, unless the payment instruction is received by us on a non-Business Day or after 12.00pm on a Business Day. In such circumstances, we will treat the payment instruction to be received by us on the next Business Day. When you provide payment instructions to us in writing (which may be subject to the Bank's call-back procedure), in a branch or by telephone (including where a telephone indemnity is signed by you) you will be giving your authority to us to make the payment.

7.14. Other than under clause 7.15, you will not be able to cancel a payment instruction once you have given your authority for us to make the payment.

7.15. If you instruct us to make a payment on a specific date or series of specific dates in the future (for example, if you set up a standing order), we will treat your payment instruction to be received on the date that you have requested that we make the payment (or the next Business Day following that date if that date is not a Business Day). When payment instructions are given to us to make a standing order payment or a direct debit payment, you will be giving your authority to us to make the payment. If you give authority to us in the above ways in relation to a series of recurring payments, we will treat this as you giving consent for all future payments in the series, unless you notify us otherwise.

7.16. You can cancel a payment instruction for a payment to be made on a future date or a series of payments to be made on future dates (as applicable), as long as you notify us by the end of the Business Day before the payment is due to made. We are entitled to levy a charge for such cancellation which will be set out in your Tariff. We also suggest that you notify the organisation or individual that was expecting to receive the payment and we will not be responsible to you if you fail to do so.

When payments will be made

7.17. Once we have received your payment instructions, we will act on your payment instructions so that the amount reaches the payee's bank within the timescales set out below.

Type of payment	How long it will take for the payment to reach the payee's bank following deemed receipt
Payment in sterling or euro to an account in the UK	No later than the end of the next Business Day
Payment in euro to an account in the EEA	
All other payments in EEA currencies to accounts in the EEA	No later than the end of the fourth Business Day
Payments to accounts outside the EEA	This varies depending on the currency and the country that you are sending the payment to. You can contact us to find out when we expect the payee's bank to receive the payment.
Payments in non-EEA currencies	

8. Charges

8.1. The charges relating to your account are set out in the Tariff.

8.2. Any service charges will be debited from your account monthly on the last working day of each month. Any transaction charges are charged on the day the transaction is effected.

9. Cheques

9.1. If you receive a sterling cheque which has been issued in the UK, the cheque clearing cycle set out below will apply. This is due to our status as an agency clearing bank.

Business Day	What happens in the cheque clearing cycle?
Business Day 0 (e.g. Monday)	The Bank receives your cheque.
Business Day 2 (e.g. Wednesday)	The amount of the cheque becomes available for withdrawal and you start to receive interest on the amount of the cheque.
Business Day 3 (e.g. Thursday)	You can be sure that the money is yours, unless you are a knowing party to fraud or you have been negligent. Before this point, the cheque could be returned unpaid and we may have to debit the funds from your account. We will not be responsible if, by debiting the funds from your account, this takes you into an unauthorised overdraft. You will be responsible for any charges and interest that apply in relation to the use of an unauthorised overdraft (see clause 15).

9.2. If a cheque is paid in over the counter on a Business Day, we will treat that cheque as received by us on the same day provided that we receive it before 2.30pm. Cheques received at or after 2.30pm on a Business Day, will not be treated as received by us until the next Business Day.

9.3. We may refuse to accept cheques from you that are not presented within six months of the date that they have been signed and dated. Even if we accept a cheque, it may still not be paid by the payer's bank.

9.4. Cheques received in currencies other than sterling and/or issued by an institution outside of the United Kingdom will be treated as cheques for "collection". This means that we will only credit your account with the amount of the cheque when we receive payment from the payer's bank.

9.5. If any non-EEA currency cheque paid in by you is returned unpaid for any reason whatsoever (including lack of funds or the application of local laws or codes)), we may debit your account with the amount of the funds even if the return takes place after we have made the amount available to you for withdrawal.

Issuing cheques

9.6. You must complete cheques so that they cannot be easily altered. We may decide not to pay a cheque if we have reasonable grounds to suspect fraudulent activity. You must not put a date on your cheques which is after the date of signature. If you do, we will not be liable for any loss to you as a result of our paying a cheque before the date which you have put on the cheque.

9.7. Sometimes it may be necessary for you to "stop" a cheque from being paid. There is a charge for this service which is set out in our Tariff. If you would like to stop a cheque, you should contact us with the following information: cheque number and date, your account number, amount and name of the payee.

10. When we may refuse to process a payment or withdrawal from your account

10.1. We may refuse to process a payment or withdrawal from your account, and we will have no responsibility to you in respect of any failure or delay in processing your instructions, if:

10.1.1. you are in breach of the Agreement;

10.1.2. you do not have sufficient available cleared funds in your account to cover the amount of the payment or withdrawal;

10.1.3. the signature provided as part of the payment or withdrawal request does not match the relevant signature that we have kept on file for you and we reasonably believe that you have not authorised the payment or that your account is not secure;

10.1.4. the payment or withdrawal exceeds any transaction limits that apply to your account;

10.1.5. there has been a breach by you of clause 22;

10.1.6. we reasonable believe that it may cause us to be in breach of any law or legislation/regulation;

10.1.7. we reasonably suspect that the payment or withdrawal relates to fraud or any other criminal act on your account, or is being used to finance criminal activity on the part of the intended recipient;

10.1.8. we reasonably believe there to be a genuine dispute:

10.1.8.1. between the holders of the account (where there are multiple account holders); and/or

10.1.8.2. about the ownership or entitlement to the funds in your account; and/or

10.1.9. we are unable to process the payment:

10.1.9.1. within the timescales set out in clause 7.17 despite all our efforts to do so; and/or

10.1.9.2. because the terms of the payee's account prevent receipt of the payment.

10.1.10. you have not given us all the information required to make the payment or we know the information you have given us is incorrect or materially incomplete;

10.1.11. we cannot make the type of payment you have instructed us to make;

10.2. If we refuse to process a payment or withdrawal from your account, unless the law prevents us from doing so, we will inform you by post, email or telephone using the contact details that you have provided to us of the following:

10.2.1. that we have refused your payment or withdrawal request;

10.2.2. where we are permitted to disclose them, the reasons for refusal; and

10.2.3. if appropriate, details of how you may rectify any errors that led to the refusal.

10.3. We will inform you at the earliest opportunity and at the latest within the timescales set out in clause 7.17.

11. Transactions in non-EEA currencies

11.1. Our exchange rates fluctuate on at least a daily basis. You can telephone our banking services department to find out the daily exchange rate on 020 7493 8342.

11.2. We are not liable for any loss, damage, exchange rate fluctuations or delay, however caused, which are not directly due to our negligence or default.

12. Limits on payment instruments

12.1. Certain spending limits may apply to payment instruments that we issue to you. We will notify you of such spending limits from time to time.

13. Suspending or stopping the use of a payment instrument

13.1. We may stop the use of a payment instrument on reasonable grounds relating to:

13.1.1. the security of the payment instrument;

13.1.2. the suspected unauthorised or fraudulent use of the payment instrument including an APP Scam where you're tricked into sending money to a fraudster's account See Section 35; and/or

13.1.3. a significantly increased risk that you will be unable to repay any overdraft relating to your account.

13.2. Unless it would be unlawful or compromise our reasonable security measures, we will inform you that we intend to stop your use of a payment instrument and we will give reasons to you. If we are able to do so, we will inform you before we stop the use of the payment instrument. If we are unable to do so, we will inform you immediately afterwards.

13.3. If we have stopped the use of a payment instrument, we will replace it as soon as we can after the reason that we stopped it no longer exists.

13.4. Notwithstanding the preceding provisions of this clause 13, we have the right to suspend the use of payment instruments in issue to you, or to our customers generally, and may in extreme circumstances do so without notice (though we will always try to give you as much notice of a suspension as we can in the commercial circumstances).

14. Security

14.1. You must use any payment instruments in accordance with any terms and conditions that we issue to you relating to them. You must also take all reasonable steps to keep your account details and any payment instruments safe, including by:

14.1.1. not giving any payment instruments to anyone else to use them;

14.1.2. storing information relating to your accounts safely and not sharing your account security details (e.g. passwords, PIN etc.) with anyone; and

14.1.3. informing us if you do not receive any statements or correspondence that you are expecting.

14.2. If you think that a payment instrument is lost, has been stolen or could be misused, you must tell us without undue delay by contacting your relationship manager or the Banking Services telephone number on our website at www.bankofbeirut.co.uk.

15. Overdrafts, fees and debit interest (for current accounts only)

15.1. We expect you to keep your current account in credit unless we have agreed an overdraft with you. We may at our discretion allow a withdrawal that creates an unarranged overdraft or results in you going over any overdraft limit we may have agreed with you. There will be charges for this service and these are set out in our Tariff.

15.2. If you exceed your agreed overdraft limit without prior arrangement, or go overdrawn without any agreed overdraft being in place, we charge unauthorised borrowing interest. All interest is charged on the daily balance of your overdrawn account. Interest is compounded and appears on your bank monthly statement and may be varied in accordance with clause 17.

15.3. If we write to tell you that you have an unarranged overdraft, that you have exceeded any agreed overdraft limit, or that we have not been able to make a payment because of insufficient funds, you will incur an unpaid item charge to cover the administrative cost as indicated in the Tariff.

15.4. Unless we have specifically agreed otherwise, we may demand the repayment of or reduction in your overdraft at any time and without prior notice and we will continue to charge interest and fees until such time as repayment is made in full.

15.5. If there are any charges for other services, we will always seek your agreement to pay them before we provide the service. We may also charge an administration fee, up to a maximum permitted by law, if we have to do anything to comply with a court order in relation to your account.

16. Suspending your account

16.1. We may suspend your account for any of the following reasons:

16.1.1. if there is a dispute between joint account holders;

16.1.2. if we suspect that you are using your account for illegal purposes;

16.1.3. if we suspect that the security of your account has been compromised;

16.1.4. if we suspect that your account is being used in a fraudulent way or there has been unauthorised use of your account; and/or

16.1.5. if there has been a breach of clause 22 by you.

16.2. We will contact you if we have suspended your account and unless the law prevents us from doing so or it would compromise our reasonable security measures we will tell you why we have done so.

16.3. Where we are able to lift such a suspension, we will use reasonable endeavours to do so as speedily as possible. However, we may be prevented by law from doing so. We may similarly be prohibited from entering into correspondence with you or your representatives concerning a basis for suspension.

16.4. Please note that we are not liable to you for any losses or expenses you may incur as a result of our action under this clause 16.

17. Making changes

Reasons that we will make changes to the Terms, charges and/or interest rates

17.1. We may make changes to the Terms, our charges and/or the interest rates that apply to your account for the following reasons:

17.1.1. to respond to changes in law, regulation or industry guidance/ codes of practice;

17.1.2. to take account of decisions or recommendations made which we must follow (such as decisions of the Court or one of our regulators or the Financial Ombudsman Service);

17.1.3. to take account of new, altered or discontinued services that we may offer and new ways of managing the account because of the introduction of new technology;

17.1.4. to make the Terms or any details relating to charges or interest rates clearer or more favourable to you;

17.1.5. to respond to a change in the cost of providing the account (e.g. where operating costs increase we may pass a portion of this cost on to customers);

17.1.6. to reflect a change or anticipated change in the Bank of England base rate or in other money market interest rates or tax rates that affects the cost to us of money we lend; and/or

17.1.7. to respond to a change in market conditions.

Notwithstanding the reasons mentioned under this clause17, there may be circumstances where we need to make changes to these Terms for a specific reason that has not been covered but it is reasonable or valid for us to do so.

Changes to the Terms and the charges

17.2. If we intend to make changes to these Terms or to the Tariff we will notify you in writing by post/ email using the contact details you have provided to us at least two months prior to the date on which the changes are to take effect.

17.3. If the changes are required as a consequence of a change in relevant law and we are prevented from giving you two months' prior written notice then we will give you as much notice as is possible in the circumstances.

17.4. If you do not agree to the changes to the Terms or our charges (as applicable), you have the right to end this Agreement and close your account with us (without charge or loss of interest) provided that you notify us in writing during the period before the changes come into effect. You will be deemed to have accepted the changes if you do not notify us during such period.

17.5. The addition of new services or additions to the way that you can use your account (which do not otherwise change the Terms) will not be treated as a change and we will not be required to give two months' written notice of this to you.

Changes to Interest Rates

17.6. If we intend to make changes to the interest rates and such changes are favourable to you then we may make the change immediately without giving you prior written notice. In these circumstances, unless the rate is not linked to a published benchmark (e.g. UK Base rates) we will notify you of the change by post or email using the contact details you have provided to us.

17.7. Where we intend to make any other changes to interest rates, we will notify you in the same way as we would notify you of changes to the Terms or our charges.

17.8. We will not vary any interest rate applicable to your account or to payments made into or from it in any period where we have expressly agreed with you that such interest rate will be fixed for such period.

18. Changes to Exchange Rates

18.1. The exchange rates that we apply on foreign currency payments/receipts are based on market conditions and are either discussed with you at the time of making a transaction or are advised to you immediately in writing in an advice indicating the exchange rate applied and providing a breakdown of any charges made. We may change our exchange rates immediately and without notice to you.

19. **Refunds**

Refunds for incorrectly executed transactions

19.1. If we do not execute a payment correctly which you have requested that we make or if we fail to execute a payment from your account which you have requested that we make, we will refund to you the amount of the defectively executed payment and, where applicable, restore your account to the state in which it would have been had the defective payment transaction not taken place, provided that:

19.1.1. you gave us the correct information in relation to the payment (in accordance with clause 7); and

19.1.2. you notify us without undue delay on becoming aware of the error, and in any event within 13 months of the date that the payment left or should have left your account (except where the payment was made using your overdraft, in which case these timescales will not apply).

If you ask us to trace a payment for you, we will make immediate efforts to do so and we will notify you of the outcome.

19.2. If we fail to credit your account with funds intended to be paid to you and which we received with the correct information in accordance with clause 6, we will immediately make the amount available to you including, where applicable, crediting your account with the amount of those funds, provided that you notify us without undue delay on becoming aware of the error, and in any event, within 13 months of the date that the payment should have been paid into your account except where you were in your overdraft at the time of the transaction, in which case these timescales will not apply.

19.3. Where another person has requested a payment from your account (for example, a direct debit) and such transaction was either not executed or incorrectly executed, we will refund to you, if appropriate, the amount of the payment transaction and restore your account to the state in which it would have been had the defective transaction not taken place. This is provided that the payee's bank or other financial institution can prove to us that it correctly transmitted the payment order to us and provided that you notify us without undue delay on becoming aware of the error, and in any event, within 13 months of the date that the payment should have left your account (except where you were in your overdraft at the time of the transaction, in which case these timescales will not apply). If we can show that we correctly transmitted the payment to the payee's bank or other financial institution within the relevant timescale, you will not be entitled to a refund and restoration of your account. If you ask us to trace a payment for you, we will make immediate efforts to do so and we will notify you of the outcome.

19.4. Other than the responsibility set out above, we will have no further responsibility to you for a payment transaction that we have failed to execute or incorrectly executed.

19.5. This will not affect any rights that you may have under the Direct Debit Guarantee Scheme.

Refunds for unauthorised transactions

19.6. If an unauthorised payment has been made from your account, it is our responsibility to refund the amount of the transaction to you and, where applicable, restore your account to the state in which it would have been had the transaction not taken place. To be entitled to a refund, you must notify us without undue delay on becoming aware of the unauthorised transaction and in any event within 13 months of the date that the payment left your account (except where the payment was made using your overdraft, in which case these timescales will not apply) You can notify us by contacting your relationship manager, by calling us on +44 (0) 20 7493 8342, and/or by e-mailing us at curzonstmo@bankofbeirut.co.uk or by writing to us at Bank of Beirut (UK) Ltd, 17a Curzon Street, London W1J 5HS. Your right to a refund is subject to any responsibility that you have in relation to the unauthorised transaction, as set out in the sections below "*Your responsibility for unauthorised transactions made using your overdraft" and "Your responsibility for unauthorised transactions made when you have a credit balance".*

19.7. Other than the responsibility set out above, we will have no further responsibility to you for an unauthorised payment transaction.

19.8. This will not affect any rights that you may have under the Direct Debit Guarantee scheme.

What we take into account when we are considering if a transaction is unauthorised

19.9. When we are considering whether a payment transaction was authorised by you for the purposes of providing a refund for an unauthorised transaction, we will take the use of a payment instrument into consideration, but we will not necessarily treat the use of any payment instrument as sufficient evidence that:

19.9.1. you have acted fraudulently;

19.9.2. you have intentionally or negligently failed to:

19.9.2.1. take all reasonable steps to keep the personalised security features of the payment instrument safe; or

19.9.2.2. used the payment instrument in accordance with these Terms.

Your responsibility for unauthorised transactions made when you have a credit balance

19.10. You will be responsible up to a maximum of £35 per instance of loss, theft or misappropriation arising from the use of a payment instrument which has been lost or stolen or the misappropriation of a payment instrument due to you failing to keep its personalised security features safe unless:

19.10.1. you have acted fraudulently; or

19.10.2. you have deliberately or negligently:

19.10.2.1. failed to keep a payment instrument safe in accordance with these Terms;

19.10.2.2. failed to notify us in accordance with clause 14; or

19.10.2.3. failed to take all reasonable steps to keep a payment instrument safe,

in which case you will be responsible for all losses.

19.11. Unless you have acted fraudulently, we will be responsible for any losses incurred in respect of an unauthorised transaction if:

19.11.1. the unauthorised transaction occurred after you notified us of the loss, theft, misappropriation or unauthorised use of your payment instrument;

19.11.2. we failed to provide the means for you to notify us of the loss, theft, misappropriation or unauthorised use of a payment instrument; or

19.11.3. the unauthorised transaction was made online, by mail order or by phone.

19.12. If we refund monies to you and then find out you were not entitled to a refund, we will debit the amount that we refunded from your account and recharge any fees and interest (or both) to you that you owe us.

Your responsibility for unauthorised transactions made using your overdraft

19.13. You are responsible:

19.13.1. for all losses incurred in respect of a transaction if you authorised it or gave someone your consent to authorise it;

19.13.2. for all of the transaction if it is made by a third party who had your payment instrument with your consent; or

19.13.3. subject to clause 19.15, for the first £35 of the value of any transactions if they were made using your payment instrument during a period when all or any one of them were lost, stolen, misappropriated or misused.

19.14. Except where you have acted fraudulently, we will be responsible for losses incurred in respect of a transaction if:

19.14.1. the transaction happened using your payment instrument before you received it; or

19.14.2. the transaction happened after you told us about the loss, theft, misappropriation or misuse of your payment instrument.

19.15. If we refund monies to you and then find out you were not entitled to a refund, we will debit the amount that we refunded from your account and recharge any fees and interest (or both) to you that you owe us.

19.16. If the unauthorised transaction takes you into your overdraft we will treat the overdrawn amount in accordance with the section "*Your responsibility for unauthorised transactions made using your overdraft"* and the other amount in accordance with clause "*Your responsibility for unauthorised transactions made when you have a credit balance"*.

Additional refund rights relating to direct debits

19.17. If you were not told the exact amount of a transaction initiated by or through a payee at the time when you gave your consent to make the payment (for example a direct debit) and you made the payment in the EEA, we will refund the amount of the payment to you if:

19.17.1. the amount of the payment is higher than you could have reasonably expected to pay taking into account the previous spending pattern on your account, the terms of this Agreement and any other relevant circumstances; and

19.17.2. you request the refund from us within eight weeks of the date that the payment was made.

19.18. You will not be entitled to a refund if you gave your consent directly to us to make the payment and the amount of the payment was provided or made available to you at least four weeks before the due date for payment.

19.19. You are not entitled to a refund if the payment is higher than you expected because of a change in a currency exchange rate.

19.20. Before providing a refund to you, we may ask you to provide us with any information that we reasonably require so that we can ascertain whether you satisfy the requirements for a refund.

19.21. Within 10 Business Days of the later of us receiving your request for a refund or us receiving any information that we ask you to provide, we will provide you with a refund or inform you why you are not entitled to a refund.

19.22. This will not affect any rights that you may have under the Direct Debit Guarantee Scheme.

20. Liability

20.1. We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with the terms of the Agreement, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of the Agreement or our failure to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is for these purposes foreseeable if either it would be obvious to a reasonable person that it will happen or if, at the time you became bound by the Agreement, both we and you knew it might happen.

20.2. If you are a business (or any other type of organisation), we will have no liability to you for any:

20.2.1. loss of profit (whether direct, indirect or consequential);

20.2.2. loss of revenue, production or business (whether direct, indirect or consequential);

20.2.3. loss of goodwill, reputation or opportunity (whether direct, indirect or consequential);

20.2.4. loss of anticipated savings or margin (whether direct, indirect or consequential);

20.2.5. loss of bargain (whether direct, indirect or consequential);

20.2.6. costs related to managerial, operational or other time (whether direct, indirect or consequential);

20.2.7. loss of or corruption of data or other information (whether direct, indirect or consequential);

20.2.8. business interruption (whether direct, indirect or consequential); and/or

20.2.9. claims made against you by third parties (whether in respect of direct, indirect or consequential losses);

20.3. We will not be responsible to you for any failure to meet any of our obligations under the Agreement due to abnormal and unforeseeable circumstances beyond our control, the consequences of which would have been unavoidable despite all efforts to the contrary. Such circumstances may include, but are not exclusively, severe weather conditions, fire, flood, war, earthquake, riots, industrial dispute, terrorism (or threat thereof), acts of God, epidemic, pandemic, quarantine, civil commotion, supervening legislation, governmental acts and failure of communication services.

20.4. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation.

20.5. We and/or any member of Bank of Beirut (UK) Ltd may be subject to sanctions and/or embargoes imposed by the international community including the UK, EU, UN and the USA. We may not accept instructions and may refuse to make any payment or take any action pursuant to an instruction if it would result, or in our reasonable opinion is likely to result, in a breach by us or any member of Bank of Beirut (UK) Ltd or any of their respective employees of any sanction or embargo whether or not imposed in the UK and we will not be liable for any loss, damage, cost or expense by reason aforesaid. We will be permitted to disclose to the relevant authorities such information in relation to any instruction and/or payment as may be required.

21. If you breach the Agreement

21.1. If you breach any of the terms of your agreement with us, we can claim from you any losses or costs that we reasonably incur as a result of your breach. These include, but are not limited to, the costs of tracing you, telling you about, and taking steps to deal with, the breach, communicating with you about the breach and enforcing payment of any amount due to us.

21.2. We can claim these amounts as well as recover from you all amounts already owed to us (such as the amount outstanding on any overdraft or charges for our services that you have not yet paid).

22. Regulatory matters

22.1. You undertake to provide to us, upon request and from time to time, any information in order to fulfil our local regulatory due diligence and “Know Your Customer” requirements in accordance with current applicable anti-money laundering regulations and guidelines. You also undertake to provide to us any information required in order to provide services in accordance with applicable laws and regulations including any information to establish the origin and destination of funds.

22.2. Under the Data Protection Act 2018 and UK General Data Protection Regulation (UK GDPR), we are obliged to maintain up-to-date and accurate information in relation to your personal data. To assist with this, we ask that you respond to our requests for information, and also to inform us of any changes to your personal data information, within 30 days of the request or change.

22.3. We may monitor payment messages and where accurate or meaningful information is not included in a payment message, we may revert to you for additional information. We reserve the right to hold, reject or return a payment that does not contain all required information, without prejudice or liability to the Bank. You agree that the details of any payments (including information relating to those involved in the payment) may be sent to another jurisdiction to enable the service to be provided (this may be to the country where the beneficiary is located or another country, or countries through which the payment may be processed) where they could be accessible by overseas regulators and authorities in connection with their legitimate duties.

22.4. We operate and perform a range of controls and checks in connection with our regulatory obligations. This may lead to payments being stopped, delayed or returned.

23. Ending the agreement

23.1. You can close your account, stop receiving a service for which you applied for separately or end this Agreement for any reason by writing to us at Bank of Beirut (UK) Ltd, 17a Curzon Street, London W1J 5HS at any time. If you end this Agreement, you will not be able to make further use of your accounts, but we will not close them until you have returned any unused cheques and you have repaid any money you owe us.

23.2. If we decide to close an account, stop providing a service to you, or end this Agreement, we will give you at least 90 days’ notice (unless we can terminate immediately for the reasons set out in clause 17.3).

23.3. We can close an account, stop providing a service to you or end this Agreement immediately in any of the following circumstances if:

23.3.1. you have seriously or persistently broken any of the terms of the Agreement;

23.3.2. you fail to pay any charges which are due to us under this Agreement;

23.3.3. you give us false information at any time;

23.3.4. you use (or allowing someone else to use) your account or a service illegally or for criminal activity;

23.3.5. you break any law or regulation;

23.3.6. you inappropriately authorise a person to operate your account;

23.3.7. continuing to provide you with an account and/or service might expose us to action or censure from any government, regulator or law enforcement agency;

23.3.8. you put us in a position where, by continuing providing you with an account and/or service, we may break a law, regulation, industry code or any other duty which applies to us;

23.3.9. you are a business and you are Insolvent; and/or

23.3.10. you behave in a manner (for example by acting abusively, offensively or violently towards people who work for us) that makes it inappropriate for us to continue providing you with an account and/or service, and, in such circumstances, we will inform you of such termination as soon as reasonably practicable.

23.4. For the purposes of this section, the term "Insolvent" means:

23.4.1. if you are an individual, you (or any other person) takes (or threatens to take) any step in connection with:

23.4.1.1. your bankruptcy (including, for the avoidance of doubt, if a bankruptcy petition is presented against you, or you petition for your own bankruptcy);

23.4.1.2. the making of any composition, compromise, assignment or arrangement with any of your creditors;

23.4.1.3. the appointment of an interim receiver of your property under section 286 of the Insolvency Act 1986;

23.4.1.4. the appointment of a receiver in respect of you under the Mental Health Act 1983;

23.4.1.5. the appointment of any other, receiver or manager of any of your assets;

23.4.1.6. any analogous procedure in any jurisdiction;

23.4.1.7. you are unable or admit inability to pay your debts as they fall due or you are deemed to or declared to be unable to pay your debts under applicable law; or

23.4.1.8. you cease or threaten to cease to carry on business.

23.4.2. if you are a company, partnership, limited partnership or limited liability partnership, you (or any other person) takes (or threatens to take) any step in connection with:

23.4.2.1. any suspension or re-scheduling of payments by you, a moratorium of any of your indebtedness or your dissolution or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise);

23.4.2.2. the making of any composition, compromise, assignment or arrangement with any of your creditors;

23.4.2.3. the appointment of an administrator in respect of you (including, for the avoidance of doubt, the filing of a notice of intention to appoint an administrator, or an application being made to court for the appointment of an administrator in respect of you);

23.4.2.4. the appointment of a liquidator in respect of you (including the presentation of a winding up petition, the convening of a meeting of members or creditors for this purpose, or any resolution being passed to appoint a liquidator in respect of you);

23.4.2.5. the appointment of a receiver or any similar officer in respect of you or any of your assets;

23.4.2.6. any analogous procedure in any jurisdiction;

23.4.2.7. you are unable or admit inability to pay your debts as they fall due (or you are deemed to or declared to be unable to pay your debts under applicable law) or the value of your assets is less than your liabilities (taking into account contingent and prospective liabilities); or

23.4.2.8. you cease or threaten to cease to carry on business.

23.5. If your account is closed, you stop receiving a service from us or the Agreement ends:

23.5.1. we will reimburse any charges to you that you have paid in advance (and such charges will be apportioned up until the date that the Agreement ends, your account closes or you stop receiving the relevant service);

23.5.2. we will return to you any credit balance on your account (including any interest we may owe you);

23.5.3. you must return any unused cheques to us; and

23.5.4. we may **continue** acting on any instructions that you provided to us before the date that the Agreement ends, your account closes or you stop receiving the relevant service.

23.6. On the death of a sole account holder, the personal representative will need to take action to end the Agreement. The personal representative will need to provide us with any evidence that we require.

24. Dormancy

24.1. If at any time our records show that there have been no transactions on your account for over a year and we have not been able to contact you, the Bank will, as a matter of security and to prevent fraud, place a "dormancy flag" on your account to prevent unauthorised access and potential movement of funds. If we have been unable to contact you after five years and there have still been no transactions on your account, your account will be closed. However, you will always retain the right to reclaim your money. We apply a charge for the maintenance of accounts with a "dormancy flag" as set out in our Tariff.

25. Tax on credit interest

25.1. We will not deduct tax from credit interest and you acknowledge that it is your responsibility to comply with your tax obligations..

26. Right of set-off

26.1. We may use credit balances on any account you have with us to reduce or repay any overdrawn balances or other sums you owe us and will tell you when we do so. We can with 14 days prior written notice, apply or 'set off' such deposits or credit balances on your account against such liabilities. We will only use this right if we think it is reasonable in the circumstances, taking into account your financial situation and any regulatory requirements. For example, we will take into account whether you are likely to have enough money to meet essential living expenses.

26.2. The Bank will **not** use the right of set-off where the Bank knows, or ought reasonably to know that:

26.2.1. a third party is beneficially entitled to that money;

26.2.2. you are a fiduciary in respect of that money; or

26.2.3. you have received that money from a government department, local authority or NHS direct payment body for a specific purpose; or

26.2.4. you are under a legal obligation to a third party to retain and deal with that money in a particular way.

27. Communications between the Bank and you

27.1. We can use the postal address, telephone numbers and any other contact details given in your application form to contact you, unless we are required to contact you in a particular way in order to comply with law. We may also use e-mail to correspond with you about certain matters. We may record or monitor telephone calls and/or electronic communications between you and us.

27.2. It is your responsibility to ensure that we have up-to-date contact details for you at all times.

27.3. You can contact us by getting in touch with your relationship manager, writing to us at Bank of Beirut (UK) Ltd, 17a Curzon Street, London W1J 5HS, e-mailing us at curzonstmo@bankofbeirut.co.uk or calling 0207 493 8342.

27.4. Any information and communications that are provided to you or made available to you relating to the Agreement will be in the English language.

27.5. We will treat any notices sent relating to the Agreement by post in the UK to have been received on the second Business Day after posting (if first class post has been used) or on the fourth Business Day after posting (if second class post has been used). We will treat any notice sent from outside the UK to have been received on the eighth Business Day after posting.

27.6. We will treat any notice sent by email before 4pm on a Business Day to have been delivered on that day, but otherwise on the next Business Day.

28. Statements

28.1. We will provide you with monthly current account statements unless you have elected to receive your statements at a different frequency, showing what has been paid in and out of your account and the balance at a particular date. Where we provide you with Online Banking Services your statements will be made available through the Online Banking Services. Account transactions are also available to view via the Online Banking Services and are updated throughout each Business Day.

28.2. Unless otherwise agreed with you, for fixed deposit accounts, we will send you a confirmation for each deposit upon maturity or renewal, and for call deposit accounts, we will send you a statement for each deposit at least quarterly.

28.3. You agree that the information listed below may be provided in your statements of account. If you have requested statements at frequencies of less than monthly intervals but you would like access to your account information, you can call the Bank on 0207 4893 8342 to request it. You should check your statements carefully and tell us if any information appears to be incorrect.

If a payment was made from your account	If a payment was made into your account
A reference enabling you to identify the transaction	A reference enabling you to identify the transaction
Where appropriate, information that we have received relating to the beneficiary of the payment	Where appropriate, information that we have received relating to the person making the payment and any information transferred to us with the transaction
The amount of the transaction in the currency in which your account was debited or in the currency used for the payment order	The amount of the transaction in the currency in which your account was credited
The amount of any charges for the transaction and, where applicable, a breakdown of those charges, and/or any interest payable by you	The amount of any charges for the transaction and, where applicable, a breakdown of those charges, and/or any interest payable by you
Where applicable, the exchange rate used in relation to the transaction and the amount of the transaction after the currency conversion	Where applicable, the exchange rate used in relation to the transaction and the amount of the transaction before the currency conversion
The debit value date or the date of receipt of the payment order.	The credit value date.

28.4. We will supply additional statements on request and a charge will be made for supplying these as set out in our Tariff.

29. Your information and data protection

29.1. By providing us with your personal information under the Agreement, you are explicitly providing your consent to such personal information about you being accessed, processed and retained for the purposes of providing payment services to you in accordance with our Data Protection Notice (as updated from time to time), a copy of which is enclosed with these term and available on our website www.bankofbeirut.co.uk

29.2. Should you provide us with personal information relating to any other individuals (for example. employees, agents or other third parties) you agree that you will only provide such personal information to us after you have provided each of those individuals with a copy of the Data Protection Notice (referred to in clause 29.1 above) and have confirmed that each individual also consents to the processing of their personal information in accordance with that notice

30. Complaints procedure

30.1. If you have a complaint with respect to our services, you can complain in person at our office, in writing, by e-mail or by telephone. A copy of the complaints procedure is included in our standard account opening forms and you can request a copy from us at any time.

30.2. Our complaints procedure sets out timescales for the resolution of complaints.

30.3. If we do not resolve your complaint internally to your satisfaction, you may be able to refer it to the Financial Ombudsman Service if you do so within 6 months of our Final Response, by writing to complaint.info@financial-ombudsman.org.uk, calling 0800 023 4567 or visiting the website at https://www.financial-ombudsman.org.uk/make-complaint.

31. General terms

31.1. The Agreement (and any non-contractual obligations arising out of or in connection with the Agreement) will be governed by the laws of England and Wales.

31.2. You can bring legal proceedings in respect of the Agreement (and any non-contractual obligations arising out of or in connection with the Agreement) in the English courts. If you live in Scotland you can bring legal proceedings in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in either the Northern Irish or the English courts.

31.3. You may only transfer any of your rights and obligations, or sub-contract any of your obligations, under the Agreement if we agree in writing. We may transfer any of our rights and obligations under the Agreement to another person without your prior consent. We may also sub-contract any of our obligations under the Agreement to another person without your prior consent.

31.4. If we fail to insist that you perform any of your obligations under the Agreement or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do decide to waive a breach by you, we will do so in writing, and that will not mean that we automatically waive any later breach by you.

31.5. For the purposes of the Contracts (Rights of Third Parties) Act 1999, no-one other than you or us shall have any right to enforce any of the terms of the Agreement.

31.6. The invalidity or unenforceability of any provisions of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement, which shall remain in full force and effect.

31.7. On termination of the Agreement, clauses 1, 8, 19, 20, 22, 23.5 and 31 will continue in full force and effect, as well any other clauses which it is clear from the Agreement should continue to have effect after termination.

31.8. Nothing in these Terms will reduce your statutory rights. For further information about your statutory rights contact your local authority Trading Standards office or the Citizens Advice Bureau.

32. Additional terms relating to call deposit accounts

32.1. The interest rate applied to your account is based on the cleared balance you maintain, which has to be the minimum amount agreed between you and us. If your cleared balance falls below that minimum amount, you will not accrue any credit interest on your account.

32.2. Interest is calculated on a daily basis and will be credited to your account every three months on the last Business Day in March, June, September and December.

32.3. Call Deposits are a form of savings account and are not intended to be used as payment accounts.

33. Additional terms relating to fixed term deposit accounts

33.1. Fixed term deposits can be fixed for periods from one week to one year (as agreed with you when you open your account or renew a fixed term deposit) (the "**Fixed Period**"), with a minimum cleared credit balance agreed between you and us.

33.2. Unless we receive instructions from you to the contrary, the amount of your initial deposit and any interest which you have accrued will be automatically 'rolled over' at the end of each Fixed Period for the same length of time as the previous Fixed Period. If you have a sterling fixed term deposit account, you need to provide instructions to us by 11.00am (London Time) on the Business Day that the deposit is due to mature. If you have a fixed term deposit account in any other currency, you need to provide instructions to us by 11.00am (London Time) on the Business Day falling two Business Days prior to the date the deposit us due to mature (e.g. if your deposit is due to mature on Wednesday, you need to provide instructions to us by 11am on Monday).

33.3. Other than as set out in clause 33.3.1 you can only add and withdraw funds from a fixed deposit account at the end of the Fixed Period and we do not allow fixed deposits to be closed before the end of the Fixed Period.

Cooling Off Period for fixed term deposits

33.3.1. If you want to cancel your fixed term deposit that has been auto-renewed, you have 14 days to do so. After the 14 days have passed, you cannot withdraw funds until the end of the term.

33.4. Interest will be credited to your account on the date of maturity or the date of rollover (as applicable).

33.5. If you want to end your Agreement with us for your fixed term deposit account other than in the circumstances described in clause 17.4 you must write to us at Bank of Beirut (UK) Ltd, 17a Curzon Street, London W1J 5HS. If you do this, we will repay your deposit at the end of the fixed term.

34. Terms relating to foreign exchange services

34.1. We can provide a suite of foreign exchange services for our clients. If this is something you are interested in please contact your relationship manager or our Banking Services Department on 020 7493 8342.

34.2. We do not give advice on foreign currency movements and you acknowledge by using our foreign exchange service that all decisions you make concerning foreign currency conversion are your own and that you will not hold us liable for any foreign currency losses you incur. You can instruct by telephone, but we will need to identify you before we can carry out your instructions. Instructions given to us by telephone will form a binding contract between you and us. We record all telephone conversations with our Treasury department so that we have a record of all orders placed with us. We reserve the right not to act on your telephone instructions. This may be because we are unable to satisfy ourselves as to your identity or it may be for some other reason. We will inform you, or anyone calling us purporting to be you, if we are not able to carry out the instructions.

35. Terms relating to authorised Push Payment (APP) Scams

35.1. You may be entitled to a refund if you make an electronic payment in pounds sterling by Faster Payment, CHAPS or internal transfer to another account in the UK which is not under your control.

35.2. The rules do not apply to payments you make by debit card (subject to this product being made available

Telling us about the APP scam

35.3. You must tell us as soon as you discover the scam and within 13 months of the last payment made as part of the scam.

What we'll do once you tell us

35.4. We will look at everything that's happened and consider your personal circumstances. If you are entitled to a refund, we will refund you within 5 working days after you tell us about the payment, unless we need more information. If we do, we will give you a final decision within 35 working days unless the scam meets the definition of complex determined by the UK payment services regulator

35.5. Giving us information

You must give us enough information to make a decision and we might ask you to share, or consent to us sharing, the information with the police or another relevant authority.

35.1. Eligible clients will not be entitled to reimbursement where it can be demonstrated that there was either gross negligence or one or more of the following standards was not complied with:

35.1.1. The payment was unlawful or there was an intervention by the remitting bank or a Competent Authority

35.1.2. Where you have a genuine disagreement with the person or company you're paying.

35.1.3. The fraud was not reported promptly to us

35.1.4. You have not responded to any reasonable and proportionate requests for information made by us

35.1.5. After making a claim, you do not consent to a report being made to a competent authority

Things you should do to protect yourself

35.2. We expect you to take some steps to protect yourself from fraud. These include:

35.2.1. Listening to **warnings**

When we, or someone else such as the police, warn you about the risk that a payment you want to make may be part of an APP scam.

35.2.2. Sharing information with us

When we make a reasonable and proportionate request about a payment so we can look into your claim.

35.2.3. Telling us about the fraud

Within the timeframes set out above.

35.2.4. Reporting the APP Scam to the police

We may also ask for your consent for us to report the APP scam to the police on your behalf.

How much you may be refunded

35.3. We will refund you any payments made as part of an APP scam up to the maximum amount set by the regulator as published on their website. We may make you responsible