

CHAPS - Same Day Transfer

Check that you're not being scammed *Mandatory Section

- Before you go ahead, we want to make sure that you're not being scammed.
- Fraudsters can be very convincing - they may pretend to be us, the police or another trusted organisation before trying to steal your money.
- If you have any doubts or are being put under pressure to make this payment, please stop and let us know – we're here to help.



Take 5 To Stop Fraud. Take a look at these questions before sending any money.

Please provide a response in each box when you have read the information:

		Yes / No
Are you being told what to say to us?	Virgin Money employees or the police will never ask you to move money to a 'safe account' or give you a story to use.	
Are you being rushed or pressured into making this payment?	Fraudsters will try to make you panic or threaten you with a penalty if you don't pay straight away.	
Are you happy that you know who you are paying?	Take a minute to think about how well you know the person you are paying and if they are who they say they are.	

Please make sure that you're happy your money is safe before making this payment - unfortunately, it's unlikely you'll get it back if it goes to a fraudster.

Fraud Warning Declaration *Mandatory Section

I'm happy it's not fraud and I'm ready to make this payment.

Name

Telephone number

Customer's Signature

Date

Name

Telephone number

Customer's Signature

Date

Signatures are required in both the Fraud Warning & Customer Authority sections.



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Branch/Business/Private Location (For Office Only)

Fields marked (M) are mandatory and must be completed.

Payment type Applicant's branch sort code (M*) Account number (M)
**Branch where account to be debited is held*

Ordering customer (M)

Amount in figures (M) £ Pence

Amount in words

Beneficiary sort code (M)

Beneficiary bank

Beneficiary A/C No. (M)

Branch title

Beneficiary's name (M)

Advice required? (M) Yes

Product type

Branch: Clydesdale charge to be applied (M) £

Payment reason (M)

If your Request is received before the cut-off time the funds will normally reach the beneficiary's account by the end of the day. See Condition 6 of these terms for more details.

IMPORTANT: Describe the reason for the payment. Consider carefully who is asking you to make this payment and whether you could be a victim of a scam. See Fraud Warning section for information relating to scams.

Customers full contact name (M)

Customer Authority (M)

I/We acknowledge that the terms and conditions contained overleaf form the Bank's standard agreement upon which the Bank intends to rely. I/We understand that for my/our benefit and protection. I/We must read them carefully. If I/We do not understand at any point, I/We will ask for further information.

Signature of customer

Signature of customer

Date

Date

Branch Use

All persons (accepting the instruction (1), Authorising (2) and verifying (4)) have responsibility to check the validity of the payment and must confirm that the below checks have been completed by Initiating the relevant boxes. Initialising the boxes confirms that you have personally made these checks.

1 Instructions Accepted

By Verify customer (see CAS 100-104)

Time Balance checked for sufficient cleared funds ensure no special instructions on the account or payment duplicated

Date For fax instructions, fax indemnity held

2. Payment Authorisation

Name of authoriser Customer & Instruction verified (T13.23)
 For items over £5m, advise The Liquidity Management Team at payments.liquidity@cybg.com

Authorised signature Signature number

3. Input (PT02)

By (name and signature)

Time

4. Verifier check (PT04)

By (name and signature)

Time

Ref no Released Yes No

The payment should be input and verified within 30 minutes of receiving the instruction

5. Amendment (PT02)

By

Time

Ref no Released Yes No

6. Verifier 2nd check

By

Time

Released Yes No



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Telephone number

Customer's Signature

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**Branch where account to be debited is held*

Ordering customer **(M)**

Amount in figures **(M)** £ Pence

Amount in words

Beneficiary sort code **(M)**

Beneficiary bank

Beneficiary A/C No. **(M)**

Branch title

Beneficiary's name **(M)**

Advice required? **(M)** Yes Product type **Branch:** Clydesdale charge to be applied **(M)** £

Payment reason **(M)**

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Signature of customer

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1 Instructions Accepted

Initial

1 2 4

By

Verify customer (see CAS 100-104)

Time

Balance checked for sufficient cleared funds ensure no special instructions on the account or payment duplicated

Date

Terms and Conditions

Please read the Terms and Conditions carefully. These Terms and Conditions explain your rights and responsibilities, and our rights and responsibilities, in respect of the use of the Service.

INTERPRETATION

1. In these Terms and Conditions the following words and expressions shall have the following meanings: **'Business Day'** means any full day (excluding Saturdays, Sundays and bank holidays) on which banks generally open in the City of London for the transaction of normal banking business; **'Other Banks'** means any other financial institutions we use to make Transfers (including, without limitation, the beneficiary's bank, correspondent banks, or clearing organisations); **'Regulatory Authority'** means the government or any governmental body of the United Kingdom or any other country; **'Request'** means the form used to request the CHAPS Same Day Transfer; **'Service'** means the CHAPS Same Day Transfer; **'Tariff'** means the applicable Clydesdale Bank, or as the case may be Yorkshire Bank, International Tariff in force from time to time. Copies of the up-to-date Tariff are available in all our branches and from your relationship manager; **'Transfer'** means the payment to be made on your behalf under the Service as indicated by you in the Request; **'us', 'we', 'our'** means Clydesdale Bank and Yorkshire Bank which are trading names of Clydesdale Bank PLC which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register No. 121873); **'You', 'your'** means the customer making the Transfer and signing the Request; and **'Your Branch'** means the branch at which your account is held.
2. Your account Terms and Conditions apply to the Service. In the event of any conflict between these Terms and Conditions and your account Terms and Conditions, these Terms and Conditions will prevail.

MAKING TRANSFERS

3. To enable us to make the Transfer, you must give us the information we require as shown on the Request. You are solely responsible for the accuracy of all the information detailed on the Request, including the beneficiary's name, account number and sort code.
4. You agree that we will check the details you provide to us on the Request in order to ensure that the Request has been made by you. If we reasonably believe that you did not make the Request, or as part of our fraud prevention measures e.g. where it is a high value Transfer, we will try to contact you to confirm the Request. We shall use reasonable endeavours to contact you, and we will not make the Transfer until we are reasonably sure that you want us to do so. Once we are satisfied the Request will be deemed to have been received by us.
5. If we cannot make the Transfer because the account number or sort code appears not to be valid, we will tell you within a reasonable time and we will not make the Transfer.
6. Where a Request is received before the cut-off time, (subject to Conditions 4 and 5) it will be accepted and the process for making the Transfer will commence on that day. If a Request is received after the cut-off time on a particular day, the Request will (subject to Conditions 4 and 5) be accepted on the next Business Day at which time the process for making the Transfer will commence. You can ask us for the cut-off times which apply to your payments and find them on our website and in your Tariff. Payments will normally reach the beneficiary's bank on the same day that we commence making the Transfer and no later than the end of the second Business Day after we accept the Request.
7. At the time you make the Request, we will advise you of our charges (which are also detailed in the International Tariff which can be found at <https://secure.cbonline.co.uk/interest-rates/business/international-tariff> or <https://secure.ybonline.co.uk/interest-rates/business/international-tariff>. If you are not making the Request in a Branch you can contact Your Branch or your Relationship Manager for more information about the processing of your Transfer or our charges.
8. Once the Transfer is made, we will provide you with confirmation of the Transfer details. This confirmation will be provided by fax, if you have provided us with the written authority to do so, otherwise we will mail the confirmation to you.
9. Transfers can only be made in sterling.

STOPPED OR REJECTED TRANSFERS

10. If you submit this Request over the counter at a branch or by fax, you cannot cancel the Transfer if it has already been processed by us. If you send this Request to Your Branch by mail, you can cancel the Request before the Transfer is processed by contacting Your Branch on the day you mailed the Request, or the next Business Day. You can request the Transfer to be recalled and we will endeavour to facilitate this on your behalf, however we are unable to guarantee funds will be returned.
11. You agree that we may delay or stop a Transfer if we reasonably believe that it is necessary to do so to prevent crime, including money laundering or terrorist financing, or if we are required to do so by a Regulatory Authority. We have no obligation to contest any act of any Regulatory Authority. In certain circumstances we may not be permitted to inform you that we have delayed or stopped a Transfer.
12. If the Other Bank rejects the Transfer, we will tell you and the amount of the Transfer less the Other Bank's charges will be credited to your account as soon as we receive it from the Other Bank. We will also tell you the reason if the Other Bank tells us.

CHARGES

13. Our charges for the Service will be debited to your account.

LIMITS ON LIABILITY

14. We are not responsible for the actions or errors of any Other Banks involved in making the Transfer. This includes, without limitation, the time taken by the beneficiary's bank to notify or give value to the beneficiary.
15. You agree that we are not liable for any loss you or the beneficiary suffer as a result of inaccurate information being given on the Request, or as a result of any action we take under Condition 11.

16. Subject to any obligations that we have to provide you with a refund under your account Terms and Conditions if you enter into this Agreement in the course of your business and if we fail to make the Transfer for any reason, we shall not be responsible for any (i) loss of profits, (ii) loss of business, (iii) loss of goodwill or (iv) any other loss that you suffer that is not foreseeable. If you enter into this Agreement other than in the course of a business and if we fail to make the Transfer for any reason, we are responsible for any loss that you suffer that is a foreseeable result of such failure. A loss is foreseeable if it is an obvious consequence of our failure to make the Transfer or if it was contemplated by you and us at the time we entered into this agreement.

TRANSFER OF PERSONAL INFORMATION

17. In order to make the Transfer, we may transfer relevant personal information, including your name, address, bank account number and sort code to third parties, including Other Banks. All of the up to date information about how your personal data will be gathered, created, shared and looked after can be found in the Fair Processing Notice at: www.cbonline.co.uk/privacy or www.ybonline.co.uk/privacy. Where we need your consent to use personal information we will highlight this to you in the application process and ask for your consent separately.

GENERAL CONDITIONS

18. We will not be liable if we are unable to perform our obligations under these Terms and Conditions due (directly or indirectly) to:
- a) the failure of any machine, data processing system or transmission link provided that such failures and events are abnormal and unforeseeable circumstances, the consequences of which would have been unavoidable despite all efforts to the contrary; or
 - b) our compliance with a requirement of UK or European Union law.
19. These Terms and Conditions are governed by the law of the country in which Your Branch is situated and subject to the non-exclusive jurisdiction of the courts of that country.
20. These Terms and Conditions are written and available only in English and we undertake to communicate to you in English when communicating with you regarding your Request and Transfer.
21. Our failure to insist on your strict rights under these Terms and Conditions will not prevent us from enforcing these or any other rights.

TELEPHONE CALLS AND SECURITY

22. We draw to your attention that we may record or monitor telephone calls in order to ensure security for our customers and our staff and to help maintain service quality. We may also use CCTV in or around our premises for the prevention and detection of crime. Further information can be found in our Fair Processing Notice at: www.cbonline.co.uk/privacy or www.ybonline.co.uk/privacy.

GOOD BANKING

23. We are fully committed to high standards of service, treating our customers fairly, helping our customers understand how their accounts operate and giving them a better understanding of banking services and maintaining confidence in the security and integrity of banks. For further information please refer to our website or contact Your Branch or Relationship Manager.

RESOLVING YOUR COMPLAINT

24. We are fully committed to providing our customers with the best possible service. However, if you are not satisfied with any product or service you have received from us, we would like the chance to put it right. Our internal complaint handling procedures are in place to deal with your concerns when things go wrong. You can contact any branch or your Relationship Manager who will try to resolve your concerns in a timely manner. However, if having followed our published complaint procedures, you disagree with the final decision we have made, may be able to refer the matter to the Financial Ombudsman Service. Details are available on request from any branch and your relationship manager or from www.financial-ombudsman.org.uk.