

# BARCLAYS WEALTH INTERNATIONAL

Additional Terms

Barclays Bank PLC

**Please keep this booklet in a safe place.**

This document sets out the Additional Terms that form part of the Agreement as defined in the Barclays Wealth Terms. If there is any conflict between this document and the Barclays Wealth Terms, this document shall prevail. Words beginning with a capital not defined in this document shall have the same definition as in the Barclays Wealth Terms.

**The following sections of the Barclays Wealth Terms are relevant to the services provided under the Agreement:**

- Section A
- Section B
- Section C
- Section E, and
- Section F

**Your classification under the Financial Services Regulations**

For the purposes of this Agreement, we will treat you as a retail client, unless we agree with you otherwise. This does not necessarily mean that you are 'eligible' for the purposes of the financial services compensation scheme in the jurisdiction in which we provide services to you. Each Barclays Wealth Company in the UK is covered by a financial services compensation scheme, and, in Gibraltar, the Gibraltar Investor Compensation Scheme.

As a retail client, where you meet the requirements to be re-categorised, you have the right to request to be treated as an elective professional, either generally, or in respect of a particular service, types of transaction or product. Such request must be made in writing, and we will consider any requests received on a case by case basis against the criteria set out in the Financial Services Regulations in the jurisdiction in which we provide services to you. We will inform you of any limitations that such a re-categorisation will entail, together with the scope of that re-categorisation.

If, following such a request, you are classified as an elective professional, you must keep us informed of any change in your circumstances that could affect your classification.

If we notify you that we will treat you as a professional client, you may request to be treated as a retail client either generally or in relation to one or more particular services, or in relation to one or more types of product or transaction.

## **1. Giving instructions**

### **(additional to Paragraph 2**

### **of the Barclays Wealth Terms)**

- 1.1 You can give us instructions either in writing, by telephone or computer unless we tell you that instructions can only be given in a specific way for a particular account or service. Generally we cannot change or stop an instruction you give by telephone or computer (except in certain limited circumstances we will tell you about) because we start processing instructions when we receive them. If you instruct and we are able to cancel your instruction we may make a charge.
- 1.2 Before we can act on instructions given to us by telephone or computer we will agree security procedures with you. By 'security procedures' we mean the use of a password, security keys, cards, personal identifier(s), codes, Personal Identification Numbers (PINs) or encryption device(s). These security procedures may be changed by us after giving you notice.
- 1.3 You must tell us as soon as you can if you think someone else may know the security procedures. If there has been a misuse of security procedures, we can ask you for all the information you have about the misuse which we may pass to the Police if we think that will be useful.
- 1.4 We will do all that we reasonably can to prevent a breach of security, resulting in unauthorised access to your accounts and the information we hold about you. As long as you have not breached Paragraph 5.1 of the Barclays Wealth Terms we will accept liability for any loss or damage to you resulting from any breach of security.

- 1.5 You are responsible for all instructions received by us from an authorised signatory even if the authorised signatory does something which makes you breach your agreement with us.

## **2. Other communications**

### **(additional to Paragraph 3 of the Barclays Wealth Terms)**

- 2.1 We may contact you by post (which in this Agreement includes the internet, digital television and any form of electronic message made by any type of electronic device) using the latest address, telephone number or electronic mail address you have given us. It is your responsibility to ensure that we have your current contact details.
- 2.2 We may contact only the joint account holder named first in our records subject to any legal requirements or unless you request otherwise. The first named account holder is responsible for passing information we send to the other account holders.
- 2.3 You can contact us at the appropriate address and telephone number we give you, or via our website or by email.

## **3. Barclays Bank Card (Premier Connect and Connect cards) (additional to Paragraph 8 of the Barclays Wealth Terms)**

- 3.1 We will give you a card to use either just to get cash from cash machines or to get cash and make payments. (In these conditions we use 'transactions' to mean both making payments and getting cash.) You must sign your card as soon as you receive it and follow any reasonable instructions that we give about using cards and keeping them safe.

- 3.2 You can use the card or the card number for transactions if you have enough money in the account linked to the card. (We explain the way we work out if you have enough money in Paragraph 7 of the Barclays Wealth Terms 'Credits to and payments out of your banking account'.)
- 3.3 All transactions and transfers will be shown on your statements. Cash withdrawals or transfers will normally take effect immediately.
- 3.4 We will convert all overseas transactions into sterling using the exchange rate and a percentage commission on the amount of the transaction. The exchange rate we use may not be the same as the rate when the transaction was made as rates can change.
- 3.5 There are no charges for withdrawals from Barclays cash machines in the UK, Channel Islands or the Isle of Man but otherwise we may make a charge.
- 3.6 You must only reveal the card number to make a transaction, to report the loss or theft of the card or if we allow you to do so.
- 3.7 You must tell us as soon as reasonably possible if you change your name or address. You can contact us at any of our branches during business hours or our agents, Barclays Bank PLC, Northampton NN4 7SG (telephone +44 (0)1604 230 230) at any time. We may ask you to confirm in writing within seven days any information which you have not already given us in writing.
- 3.8 If someone uses a card and they obtained it with your permission, you will be liable for all the transactions which take place before you tell us that it may have been misused.
- 3.9 If we are unable to debit your account because the account has been closed or as a result of anything that we cannot reasonably control you will still be liable to pay us for all transactions.
- 3.10 We do not promise that services and benefits which we provide outside the terms of this Agreement will always be available. We may withdraw or vary these services or benefits at any time without giving you notice.
- 3.11 You can use the card if the card has a cheque guarantee logo on it and the same sort code as your accounts to guarantee cheques on Barclays accounts in your name. The following conditions will apply:
- (a) you may only use one guaranteed cheque to pay for any one item. The amount of the cheque must not be more than the cheque guarantee limit shown on the card;
  - (b) you must not write a guaranteed cheque for more than the amount in your cheque account without permission from your branch; and
  - (c) you cannot guarantee cheques outside of the UK, Channel Islands, Isle of Man or Gibraltar.
- 3.12 We may agree to pay the guaranteed cheque even though there are mistakes on the cheque or it creates legal or technical problems.

#### **4. Banking and Relationship Manager Services**

- 4.1 Your account may be part of an offering which includes a number of benefits and services which are, for the time being, applicable to, or available with, your account. The key features of the benefits and services are described in the offering brochure. Full details will be sent to you after you agree to the offering and are available on request.
- 4.2 The benefits and services may be provided to you by a member of the Barclays Group of Companies or an external product provider ('Provider').
- 4.3 If there is, in our judgment, a material change to the offering, we will use reasonable endeavours, consistent with good banking practice, to give you not less than 30 days' advance notice of the change. In certain circumstances, we may wish to add to, vary or withdraw the different benefits and services which are provided to you as part of your offering without notice. These circumstances may include, but are not limited to, where:
- (a) the Provider adds to, varies or withdraws a particular benefit or service without sufficient notice; or
  - (b) we consider the addition, variation or withdrawal to be in your interests; or
  - (c) we consider that the particular benefit or service is no longer considered sufficiently attractive by our clients; or
  - (d) we consider that particular benefit or service, possibly with some changes, can be more economically provided by another supplier or can no longer be provided at a cost which fits our current cost, price or profitability criteria; or

- (e) we consider that, due to some change in law, market conditions or a regulatory requirement, the provision of a product or service by us will be unlawful, will entail additional administration or will increase the risk of liability; or
- (f) we wish to refresh or restructure the package of services we provide to meet current market conditions and demand.

- 4.4 We do not accept any responsibility for the provision of any benefit or service by a Provider or for any changes to benefits and services which are made by Providers.
- 4.5 Any fee you pay is a fee for the provision of the offering. No part of the fee is attributable to any particular benefit or service. If you choose not to use a benefit or service, or are not eligible for a benefit or service, you will not be entitled to a refund of, or reduction in, your monthly fee.
- 4.6 You will only be eligible to use the benefits and services provided to you as part of your offering subject to status and after you have complied with any relevant eligibility criteria and terms of acceptance. For details of eligibility criteria relevant to your service, please refer to our website or contact your account-holding centre. We will inform you if there are changes to our eligibility criteria. If at any point in time you fail to meet these criteria and terms we reserve the right to cancel your offering and, if appropriate, transfer your account to another service. If we cancel your offering, Clauses 4.7(b), 4.7(d) and 4.7(e) will apply.

- 4.7 If you decide you do not want the offering:
- (a) you need to:
    - send us notification in writing to the office with which you arranged the offering. The postal addresses of our offices are set out in Clause 15 of these Additional Terms; or
    - inform the office with which you arranged the offering by a method of communication which we have advised you is a secure means of communication;
  - (b) you will have the type of account and, if applicable and appropriate, offering, which you held with us before;
  - (c) if you tell us in writing of your decision within 30 days of accepting the offering we will refund the monthly account fee paid between the date you accepted the offering and the date your offering is cancelled;
  - (d) you agree to pay for any costs on any overdraft or debit or credit card incurred before your offering is cancelled; and
  - (e) all entitlement to receive the benefits and services to which you gained access under the offering will immediately cease.
- 4.8 You must notify us immediately if you change the jurisdiction in which you live or are normally resident. If your jurisdiction changes:
- (a) you may no longer be eligible to receive some of the benefits and services contemplated by the offering and your agreement with us; and
  - (b) it may be necessary for us to terminate all or part of our relationship with you.
- 4.9 You give your consent to liaise with, and provide personal data to, the Providers in order to provide you with the benefits and services offered to you as part of your offering.
- 4.10 We may decide not to send documents to you by post if you are in a country where we consider that, for security reasons, there is an unacceptable degree of risk to the integrity of the information in the documents. If you elect to utilise a Hold Mail service, you will be deemed to have received correspondence from us. If we provide Hold Mail to you we may charge a fee for this service.
- 5. Credits to and payments out of your account (additional to Paragraph 7 of the Barclays Wealth Terms)**
- 5.1 If we receive instructions and credits for an account before the relevant cut-off time on any Working Day we will process them on that day or on the date specified in your instructions. Instructions and credits received after the cut-off time or for a non-Working Day will be processed on the next Working Day. The cut-off time is the latest time each day that we can make payments or transfers from an account. We will tell you the relevant cut-off times applicable to telephone and computer instructions. Branch cut-off times vary and are displayed in each branch.
- 5.2 To calculate interest we generally treat cheques as cleared when we receive value for them from the relevant bank through the banking system.
- 5.3 We will debit each Working Day the amount of all card transactions processed since the previous Working Day.
- 6. Interest and charges (additional to Paragraph 8 of the Barclays Wealth Terms)**
- 6.1 We pay interest or, if applicable, charge interest and fees in arrears, by crediting or debiting your account.
- 6.2 We reserve the right to charge for additional services and to vary interest rates and charges from time to time in accordance with Paragraph 31 of the Barclays Wealth Terms.

- 6.3 We will not deduct tax on interest before we pay it to you unless we are required by law to do so.
- 7. Statements (additional to Paragraph 10 of the Barclays Wealth Terms)**
- 7.1 We will supply additional statements on request. A charge may be made for supplying these.
- 8. Responsibility for borrowing**
- 8.1 Individuals are personally responsible for any money owed to us.
- 8.2 Joint account holders/partners are individually and jointly liable for money owed to us, even if one of you has subsequently ceased to be a partner unless we have agreed otherwise in writing. We have the right to demand repayment from all or any account holders for all or part of such money.
- 8.3 Unless otherwise agreed between us, individuals authorised to give instructions on accounts of Clubs, Charities, Churches and Societies, are individually and jointly liable for money owed to us.
- 9. Our liability to you (additional to Paragraph 27 of the Barclays Wealth Terms)**
- 9.1 We will be liable to you for any loss, injury or damage resulting from any failure, delay or error in carrying out your instructions (however caused) but our liability will be the lower of the amount of:
- (a) such loss, injury or damage; and
  - (b) any interest you do not receive or any interest you have to pay as a result of such failure, delay or error.
- 9.2 We will not be liable to you if we do not act on your instructions for any reason under Paragraph 2.9, Paragraph 7.3 or Paragraph 7.4 of the Barclays Wealth Terms or if we cannot carry out our responsibilities under the Agreement as a result of anything that we cannot reasonably control. This includes, amongst other things, any machine failing to work and industrial disputes.
- 9.3 We will not be liable to you in any circumstances for:
- (a) loss of business, loss of goodwill, loss of opportunity, loss of profit; and
  - (b) any type of special, consequential or indirect loss whatsoever.
- 10. Your information (additional to Paragraph 30 of the Barclays Wealth Terms)**
- 10.1 We share information with credit reference agencies and fraud prevention agencies about you and how you manage your accounts, if you have agreed to this; and when we tell you, for example if we have required you to repay an amount you owe us and we do not receive a full repayment or satisfactory proposals from you within 28 days of formal demand.
- 10.2 Other than provided for in the Barclays Wealth Terms or these Additional Terms, we will keep information about you confidential.
- 11. Variations (additional to Paragraph 31 of the Barclays Wealth Terms)**
- 11.1 We may change the Terms of this Agreement (including our charges) and introduce changes to our services at any time by telling you about the changes. Changes will normally be caused by market conditions, changes in the cost of providing a service to you, changes in legal or other requirements affecting us, or any other good reason.

- 11.2 We will tell you about any changes by:
- advertising in the press; or
  - putting messages on your statements; or
  - sending you a separate written notice by post or computer.
- 12. Termination (additional to Paragraph 35 of the Barclays Wealth Terms)**
- 12.1 We may choose not to close your account until you have returned any plastic cards we have given you, any unused cheques and any computer banking software we have provided. You must repay any money you owe us, including the amount of any cheques, card transactions or other payment instructions you have made, which have not been taken out of your account, and refrain from using any banking services or facilities without our consent.
- 12.2 We can end our banking relationship with you by telling you in writing. We will give you at least 30 days' notice. We can also give you a new account number and/or transfer your account to another branch if we close or combine branches. Any benefit or services we provide in relation to particular accounts will end as soon as your account is closed.
- 13. Complaints (additional to Paragraph 36 of the Barclays Wealth Terms)**
- 13.1 If you want to complain you may do so in person, in writing by post or email, or by telephone. To obtain a copy of our complaint handling procedures, or to make a complaint please contact your account-holding centre.
- 14. Delegation (additional to Paragraph 38 of the Barclays Wealth Terms)**
- 14.1 Any delegation or sub-delegation of the Barclays Wealth Terms may be to persons or agents outside the jurisdiction where your branch is situated.
- 15. Main business and office locations**
- 15.1 Barclays Bank PLC's main business is the provision of banking services and has offices in the following locations:
- 38 Hans Crescent, London, SW1X 0LZ, United Kingdom (Financial Services Authority registration number 122702)
  - 2nd and 3rd Floors, 88 Dighensis Alcritas Avenue, Nicosia 1644, Cyprus
  - PO Box 187, Regal House, 3 Queensway, Gibraltar
  - Level 19, Portomaso, St Julian's PMT01, Malta
  - 42F Citibank Tower. 3 Garden Road, Central, Hong Kong
- 16. Governing law (additional to Paragraph 39 of the Barclays Wealth Terms)**
- 16.1 These conditions are governed by the law applicable to the place where your branch is situated. Any banking terms and conditions implied by law will also apply to our relationship with you.
- 16.2 The laws of the place where your branch is situated will govern our relations before the conclusion of the contract, except that if you are in another state we may in certain circumstances be obliged to comply with the laws of that state in our precontractual relations.
- 16.3 The language in which this Agreement is supplied is English and we will communicate with you in English during the course of this Agreement.

This item can be provided in Braille, large print or audio by calling 0800 400 100\* (via TextDirect if appropriate). If outside the UK, please call: +44 (0)1624 684 444\*\* or order online via our website [www.barclayswealth.com](http://www.barclayswealth.com)

\*Lines are open 8am to 8pm UK time Monday to Friday and 9am to 5pm UK time Saturday and UK bank holidays. Calls to 0800 numbers are free if made from a UK landline. Other call costs may vary – please check with your telecoms provider.

\*\*Lines are open 8am to 6pm UK time Monday to Friday excluding UK bank holidays. Call costs may vary – please check with your telecoms provider.

Calls may be recorded so that we can monitor the quality of our service and for security purposes.

Barclays Wealth is the wealth management division of Barclays and operates through Barclays Bank PLC and its subsidiaries.

Barclays Bank PLC is registered in England and is authorised and regulated by the Financial Services Authority. Registered No: 1026167. Registered Office: 1 Churchill Place, London E14 5HP.

Barclays Bank PLC is authorised by the Gibraltar Financial Services Commission to conduct banking and investment business in Gibraltar.

Item Ref: PP789. July 2008