

Additional Service Conditions for Client Accounts

Introduction

Scope

These Additional Service Conditions govern the use of your Client Accounts and are supplemental to the Terms and Conditions (as defined below). You accept and will be bound by these Additional Service Conditions when you complete and sign the application documents for a new Client Account, and we may require you also to accept these Additional Service Conditions in relation to any Client Accounts opened by you previously. The Terms and Conditions and other provisions of your agreement with us will apply to all of the Client Accounts that you hold. If any term or condition within the Terms and Conditions, the tariff of charges or the application documents conflicts with a term or condition of these Additional Service Conditions, the latter shall prevail. The current version of these Additional Service Conditions and the Terms and Conditions can be accessed via our website at www.handelsbanken.co.uk/terms, where you can print or download a copy for your records.

About Handelsbanken

Handelsbanken is the trading name of Handelsbanken plc. Handelsbanken plc is incorporated in England and Wales with company number 11305395 and with its registered office at 3 Thomas More Square, London, E1W 1WY, United Kingdom. Handelsbanken plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, with Financial Services Register number 806852. Handelsbanken plc is a wholly-owned subsidiary of Svenska Handelsbanken AB (publ). When we use terms such as Handelsbanken, we, us and our in these Additional Service Conditions, we mean Handelsbanken plc.

Definitions

Any defined terms in these Additional Service Conditions shall have the same meaning as those defined terms set out in the Terms and Conditions forming part of your agreement with us, unless expressly stated otherwise in these Additional Service Conditions.

In these Additional Service Conditions, the following words and expressions shall have the following meanings:

“AML” means anti-money laundering.

“CDD” means customer due diligence.

“Client” means the client(s) on behalf of whom you open and operate a Client Account.

“Client Account” means an account that is opened and operated as a Designated Client Account or a General Client Account. A Client Account is an instant-access account that payments can be made from, and unless otherwise agreed by us with you, a Client Account cannot be opened or operated as a notice deposit account or a fixed term deposit account.

“CRS” means Common Reporting Standard.

“Customer”, “you”, “your”, “yours” mean the Handelsbanken customer applying for and/or operating a Client Account and includes (where appropriate) any person you authorise to give instructions in respect of the Client Account. For the purposes of any Client Accounts that you hold, this definition shall also apply where “Customer”, “you”, “your”, “yours” is used in the Terms and Conditions.

“Designated Client Account” means a Client Account that is opened to hold monies or funds on behalf of one Client only.

“EDD” means enhanced due diligence.

“General Client Account” means a Client Account that is opened to hold a mixture of monies or funds on behalf of more than one Client.

“MLRs” means the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (as amended, re-enacted or replaced from time to time).

“Terms and Conditions” means Handelsbanken’s Business Banking Terms and Conditions which form part of your agreement with us, as updated, varied and/or replaced from time to time.

Application of these Additional Service Conditions

Availability

The availability of Client Accounts is subject to our prior approval and may depend on the industry in which you operate and/or whether (or the extent to which) your business is regulated in accordance with any applicable AML law or regulation. To be eligible to apply to open a Client Account, we may require you already to have an account in your name for non-Client funds.

Account purposes and Account opening

A Client Account must only hold your Clients' monies or funds, as defined in any applicable laws and regulations and/or in accordance with any rules or guidance of an applicable professional body. When you apply to open a Client Account, or are otherwise asked by us from time to time, you must confirm to us that the representations and undertakings set out in either Appendix 1 or Appendix 2 (and any requirements or obligations set out in Appendix 3) of these Additional Service Conditions will apply to the operation of the Client Account. This may require you to provide us with certain written information, and we may ask you to complete a questionnaire that outlines details relating to your management of the Client Account, the funds held in the Client Account and the corresponding Client(s). Subject to our review of any information we obtain from you or from any public source, we may decline to open a Client Account or close your Client Account.

Currencies

Client Accounts are available in various single currencies, subject to the type of Client Account that you require. Client Accounts that are denominated in a currency other than sterling may be subject to additional restrictions. Further details of such restrictions are available from our branches.

Account balance

There are no minimum balance requirements for Client Accounts, but these Accounts may be subject to deposit limits in accordance with the Terms and Conditions.

Account operations

Subject to the type of Client Account that you hold, you can (i) give us instructions for a Client Account in accordance with the Terms and Conditions and (ii) make deposits into, and withdrawals from, a Client Account in accordance with the Terms and Conditions. Arranged and unarranged overdrafts are not permitted on any Client Accounts. If we receive a payment instruction for a Client Account that would cause the Account to be overdrawn, we may refuse to act on such an instruction. Client Accounts are not available as part of any cash pool arrangements that you may have with us.

Tax

If you apply to open a Designated Client Account, as part of that application, we may require you to confirm certain CRS information that relates to the operation and purpose of that Client Account. In some cases, we may also require you to provide additional CRS documentation.

Interest

If applicable, we will work out interest on a daily basis on the amount of the cleared balance on each Client Account at the end of each day and it will be applied to the Client Account (or, at your written request, to another of your accounts) unless otherwise agreed. Interest rates on Client Accounts may be varied in accordance with the Terms and Conditions.

Tariff

When you apply to open a Client Account, we will usually provide you with a separate tariff of charges for each Client Account. If we don't provide you with a separate tariff of charges, any charges and applicable interest rates will be subject to the tariff of charges previously provided to you for the original non-Client account opened in your name. We may vary or increase any of the applicable charges or introduce a new charge or charges in accordance with the Terms and Conditions. Charges relating to a Client Account may be debited from a different account opened by you, or from the Client Account itself, depending on what is agreed with you.

Modifications to these Additional Service Conditions

We may change the whole or any part of these Additional Service Conditions (including the Appendices) at any time in accordance with the Terms and Conditions and your agreement with us.

Closure, suspension and termination

You or we can close a Client Account in accordance with the Terms and Conditions. In some cases, we may ask for written confirmation from you that a replacement or equivalent client account has been opened at another financial institution before we transfer any funds from your Client Account to such replacement or equivalent account. We may also suspend operations on or close any Client Account with immediate effect and without prior notice to you if our rights to do so under the Terms and Conditions apply or if you fail to provide us with any information we have reasonably requested from you.

If either we or you terminate these Additional Services, the remainder of your agreement with us will remain in force. If we terminate part of these Additional Services, these Additional Service Conditions will continue to apply to the parts remaining.

If this Additional Service (or any part of it) is terminated, you will continue to be liable to us/responsible for anything that arose before this Additional Service (or any part of it) was terminated. This includes, but is not limited to, the representations and undertakings set out in either Appendix 1 or Appendix 2, and the requirements or obligations set out in Appendix 3, of these Additional Service Conditions.

Miscellaneous

If any of the provisions of these Additional Service Conditions is invalid, illegal or unenforceable, this will not affect the validity of the remaining provisions, which shall continue in full force and effect.

No person other than you and us may enforce these Additional Service Conditions, and accordingly, no other persons shall be permitted to enforce these Additional Service Conditions pursuant to the Contracts (Rights of Third Parties) Act 1999.

Appendix 1

Client Accounts opened by Customers defined and operating as Relevant Persons under the MLRs

At all times during which a Client's/Clients' funds are held in the Client Account, you (the Customer) make the following representations and agree to comply with the following undertakings:

CDD/EDD

- You represent that you have verified and kept records of the identity of the Client(s) in accordance with the MLRs and you will operate the Client Account wholly in your capacity as a "relevant person", as defined under the MLRs and in accordance with any relevant industry guidance, rules and regulations. Upon written request from Handelsbanken, you undertake to provide documentary proof of your registration with your supervisory, regulatory or professional body.
- You represent that you have carried out, and will continue to carry out on an ongoing basis: (i) all AML checks including CDD, sanctions and PEPs checks on the Client(s), as required by the MLRs and the UK's sanctions regime. In particular, you represent that you have carried out, and will continue to carry out on an ongoing basis, EDD in addition to CDD on the Client(s), where this is an obligation to do so under the MLRs and any relevant industry guidance, rules and regulations. Upon written request from Handelsbanken, you undertake to provide details, or a copy, of your AML policy and/or CDD procedures.
- You represent that you have either (i) sighted the originals of all documentary evidence of the identity and address of the Client(s) and that those containing a signature were pre-signed; or (ii) where original documentation has not been sighted, you have confirmed the identification of the Client(s) in accordance with the MLRs and any relevant industry guidance, rules and regulations.
- You represent that the Client(s) is/are acting on his/her/its/their own behalf and not as nominee, trustee or in a fiduciary capacity for any other person otherwise than in respect of pension trustees, charity trustees and for other usual commercial purposes, in which circumstances, you also represent that you have additionally verified the identity of the associated beneficial owner(s) in accordance with the MLRs and any relevant industry guidance, rules and regulations. You undertake to provide Handelsbanken with details of the Client(s) and the beneficial owner(s) of the Client(s), as and when requested in writing by Handelsbanken.
- You represent that you are unaware of any activities on the part of the Client(s) which lead you to suspect that the Client(s) is/are or has/have been involved in criminal conduct or money laundering. Should you subsequently become aware/suspicious of any such activity, you undertake to inform Handelsbanken promptly in writing, so far as the law allows.

You acknowledge and agree that:

- Handelsbanken may sample test CDD and/or EDD performed by you on the Client(s). Upon written request, you undertake to provide Handelsbanken with such requested sample documentation as soon as reasonably practicable. You also undertake to provide Handelsbanken with any further written information that Handelsbanken may require in relation to the Client(s) and/or the funds held in the Client Account.
- if (i) you do not provide any of the Client information/documentation requested by Handelsbanken to Handelsbanken's satisfaction; or (ii) the Client information/documentation provided by you identifies any enhanced risk(s) (such identification to be determined by Handelsbanken at its sole discretion), this may result in the Client Account being restricted or closed in accordance with the provisions of the Additional Service Conditions for Client Accounts.
- Handelsbanken may rely on the CDD and/or EDD conducted by you on the Client(s), and you consent to such reliance.

FCA's Client Assets Sourcebook ("CASS") Rules

To the extent that the CASS Rules apply in relation to any or all of the funds deposited in the Client Account:

- you represent that you comply with the relevant requirements of the CASS Rules and hold the necessary regulatory permissions to open and operate the Client Account. If there is any change to your regulatory permissions that has any effect on the operation of the Client Account, you undertake to inform Handelsbanken in writing as soon as reasonably practicable.
- upon written request from Handelsbanken, you undertake to provide Handelsbanken with any further information in relation to your application of the CASS Rules to the Client Account.

Client Account Purpose and Nature of Funds

- Upon written request from Handelsbanken, you undertake to provide Handelsbanken with details of (i) the source of funds held in the Client Account (including, but not limited to, a summary of the Client deposit and jurisdiction); (ii) the nature and purpose of the funds held in the Client Account and the expected Client Account activity; and (iii) any Client(s) with funds in a General Client Account that are at or over a certain percentage of the total funds held in that Client Account at any given point.
- You represent that transfers out of the Client Account will only be made to (i) an account/accounts held by you at Handelsbanken or at a separate financial institution; (ii) an account/accounts at a separate financial institution containing funds held on behalf of any Client(s); (iii) an account/accounts held directly by any Client(s); (iv) a client account/client accounts at another financial institution that is/are held and operated by another person; and/or (v) an account/accounts at another financial institution where payment to such an account/accounts is required to cover any administrative costs on behalf of the Client(s). You undertake to provide details of any such transfers to Handelsbanken upon Handelsbanken's written request.

Provision of Client information

- Where information is provided to Handelsbanken (including, if relevant, personal data) about any individuals that are Client(s) or are connected with any Client(s), you undertake to ensure that (i) (without prejudice to (ii)) the provision by you of such information is in accordance with applicable data protection laws and regulations and that you have collected and/or (as the case may be) obtained the information in accordance with applicable data protection laws and regulations; and (ii) you will make reasonable endeavours to provide the Client(s) with (or arrange for the Client(s) to be provided with a copy of, or made aware of, the contents of) the "How we use personal information relating to Clients" notice set out in Appendix 3 of these Additional Service Conditions for Client Accounts.

You acknowledge that Handelsbanken will hold and process Client information for the purposes stated in the "How we use personal information relating to Clients" notice set out in Appendix 3 of these Additional Service Conditions for Client Accounts.

Appendix 2

Client Accounts opened by Customers not defined and operating as Relevant Persons under the MLRs

At all times during which a Client's/Clients' funds are held in the Client Account, you (the Customer) make the following representations and agree to comply with the following undertakings:

Client Account Purpose and Client Information

- You represent that the Client Account will be used solely for any one of the following: (i) rental deposits; (ii) rental income; (iii) service charges; and (iv) any other Client funds and purpose agreed with Handelsbanken.
- Upon written request from Handelsbanken, you undertake to provide copies of the Client(s) identification and verification data. This shall include documentation relating to the identity of the Client(s), the beneficial owner(s) of the Client(s) or any person acting on behalf of the Client(s).
- If there is any change in the Client(s) whose funds are held in the Client Account, or if there is any change in the source of the funds that are deposited in the Client Account, you undertake to provide Handelsbanken with advance written notice and related documentation of such change.
- Upon Handelsbanken's written request, you undertake to provide Handelsbanken with (or arrange for Handelsbanken to be provided with) any further written information that Handelsbanken may require in relation to any one or more of the Client(s), the purpose of the Client Account and/or the funds held in the Client Account (including, but not limited to, copies of any documentation in connection with the status or source of Client income and/or the funds held in the Client Account).
- You acknowledge and agree that if (i) you do not provide any of the Client information/documentation requested by Handelsbanken to Handelsbanken's satisfaction, and/or in the timeframe requested by Handelsbanken; or (ii) the Client information/documentation provided by you identifies any enhanced risk(s) (such identification to be determined by Handelsbanken at its sole discretion), this may result in the Client Account being restricted or closed in accordance with the provisions of the Additional Service Conditions for Client Accounts.

Registration Details, AML Policy, CDD Procedures and Sample Checking

- If you are registered with a supervisory, regulatory or professional body (including, but not limited to, HMRC, the National Association of Estate Agents and the Royal Institution of Chartered Surveyors) or, if applicable, a client money protection scheme that is relevant to the operation of the Client Account, upon Handelsbanken's written request, you undertake to provide documentary proof of such registration.
- You represent that you apply CDD checks and internal risk controls to the standards outlined in your AML policy and/or CDD procedures, details, or a copy of which, you undertake to provide to Handelsbanken upon written request.
- If there is a change to your registration status, as outlined above, or if there is a change to your AML policy and/or CDD procedures, you undertake to provide Handelsbanken with written notice of such change in advance of the change, or if this is not possible, as soon as reasonably practicable after the change is made. For the purpose of this paragraph, a change will also mean any new registration with a supervisory, regulatory or professional body, a new client money protection scheme, and/or the introduction of an AML policy and/or CDD procedures.
- You represent that you carry out, and will continue to carry out on an ongoing basis, adverse media checks on the Client(s).
- You represent that you are unaware of any activities on the part of any Client(s) which lead you to suspect that the Client(s) is/are or has/have been involved in criminal conduct or money laundering. Should you subsequently become aware/suspicious of any such activity, you undertake to inform Handelsbanken promptly in writing, so far as the law allows.

You acknowledge and agree that Handelsbanken may sample test CDD performed by you on the Client(s). Upon written request, you undertake to provide Handelsbanken with such requested sample documentation as soon as reasonably practicable.

FCA's Client Assets Sourcebook ("CASS") Rules

To the extent that the CASS Rules apply in relation to any or all of the funds deposited in the Client Account:

- you represent that you comply with the relevant requirements of the CASS Rules and hold the necessary regulatory permissions to open and operate the Client Account. If there is any change to your regulatory permissions that has any effect on the operation of the Client Account, you undertake to inform Handelsbanken in writing as soon as reasonably practicable.
- upon written request from Handelsbanken, you undertake to provide Handelsbanken with any further information in relation to your application of the CASS Rules to the Client Account.

Provision of Client information

- Where information is provided to Handelsbanken (including, if relevant, personal data) about any individuals that are Client(s) or are connected with any Client(s), you undertake to ensure that (i) (without prejudice to (ii)) the provision by you of such information is in accordance with applicable data protection laws and regulations and that you have collected and/or (as the case may be) obtained the information in accordance with applicable data protection laws and regulations; and (ii) you will make reasonable endeavours to provide the Client(s) with (or arrange for the Client(s) to be provided with a copy of, or made aware of, the contents of) the "How we use personal information relating to Clients" notice set out in Appendix 3 of these Additional Service Conditions for Client Accounts.

You acknowledge that Handelsbanken will hold and process Client information for the purposes stated in the "How we use personal information relating to Clients" notice set out in Appendix 3 of these Additional Service Conditions for Client Accounts.

Appendix 3

How we use personal information relating to Clients

For the purposes of this notice about the use of personal information, the following definitions will apply:

“Customer” means the person applying to open a Client Account with us.

“Client Account” means an account opened by the Customer with us for the deposit of various types of Client funds. This means that the Client is the beneficial owner of these funds and/or is the person paying for these funds.

“Client” means the person(s) on behalf of whom the Client Account is opened and operated by the Customer, or means the company or firm or other organisation for which you work/of which you are a director or owner, and references to “Client” in this privacy notice relate to all such individuals or “data subjects” as the Client. For example, if you pay some funds to a law firm that is acting for you, and the law firm is required to hold these funds on your behalf, you will be the Client, and the law firm will hold these funds in their Client Account with us. Similarly, if you are a residential tenant or a person working for a commercial tenant who pays some funds to a property management company, and if that company has a Client Account with us, “Client” will mean you.

This notice provides important information about how we use the personal information of Clients that is provided by the Customer to us when they apply to open a Client Account, and while they operate a Client Account.

Our full privacy notice provides full details about how we use personal information, who we may share this information with, details about transfers of personal information outside the UK and what safeguards apply when they are necessary. It also describes data protection rights and how to exercise them as well as how to contact our Data Protection Officer. Our full privacy notice can be obtained from our local branches (addresses can be found by visiting www.handelsbanken.co.uk or by calling us on 020 7578 8000) or it can be accessed online at www.handelsbanken.co.uk/privacy. Please contact us using the options set out in the full privacy notice if you have any questions at all.

In the event of any conflict or differences between this notice and our full privacy notice – this notice will apply.

Who we are

Handelsbanken plc is the controller of the personal information we collect and hold about you. “Controller” means that because of the relationship we have with you, we can decide how your information is used and for what purpose. We are incorporated in England and Wales with company number 11305395 and our registered address is at 3 Thomas More Square, London, E1W 1WY. We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our Financial Services Register number is 806852. Handelsbanken plc is a wholly-owned subsidiary of Svenska Handelsbanken AB (publ). When we use terms such as we, us and our in this notice, we mean Handelsbanken plc.

Sources of personal information

Our Customers are the source of the personal information we process about Clients, except where we have obtained that information from credit reference agencies and fraud prevention agencies (see below). Those agencies will have obtained personal information from publicly accessible sources such as the electoral register (see below).

Categories of personal information which we process

Our Customers will typically share the following types of personal information about their Clients with us: full name, date of birth and address of individual shareholders/directors/owners or any other relevant individuals who are “data subjects” (see above). In addition, they may share nationality and underlying proof of identity information relating to Clients, such as copies of passports and information relating to a Client’s source of funds and/or source of wealth.

Reasons for processing personal information about Clients

We may use a Client’s personal information in processes to carry out fraud and anti-money laundering checks to verify that they meet the conditions needed to allow a Customer to open and operate a Client Account, and to help us assess financial crime risks. We do this to meet our legal and regulatory obligations and to protect Clients, Customers, us and others from financial crime.

Credit Reference Agencies

In order to process a Customer's application for a Client Account, and from time to time during the operation of a Client Account, we may share some of a Client's personal information with credit reference agencies (CRAs). We do this to check a Client's identity and prevent criminal activity. CRAs will give us both public (including the electoral register) and shared credit, financial situation and financial history information and any fraud prevention information. Where we carry out a search to check a Client's identity, this will leave a soft footprint on the Client's credit file (this means the Client will be able to view the search, but other lenders will not be able to). The identities of the CRAs, and the ways in which they use and share personal information, are explained in more detail in their own privacy notice which is called the "CRAIN" (CRA Information Notice). The CRAIN is available at Equifax (www.equifax.co.uk/crain); TransUnion (www.transunion.co.uk/crain); and Experian (www.experian.co.uk/crain). The parts of the CRAIN relating to footprints on credit files which are visible to other lenders and can affect credit ratings are not relevant to the searches we carry out at the CRAs to check a Client's identity and prevent criminal activity.

Preventing Fraud and Financial Crime

We may use a Client's personal information to carry out fraud prevention and money-laundering checks, and to verify their identity. To do this, we may share a Client's personal information with fraud prevention agencies such as Cifas. In addition, we may carry out sanctions checks, searches of the internet, HMRC and public registers held by organisations such as the Financial Conduct Authority and Prudential Regulation Authority. We, and fraud prevention agencies may also enable law enforcement agencies to access and use a Client's personal information to detect, investigate and prevent crime. If fraud is detected, a Client could be refused certain services, finance or employment. You can find more details of how a Client's information will be used in our full customer privacy notice.

Direct Marketing, Automatic Decision Making and Profiling

We don't use personal information about Clients to send direct marketing communications or to carry out any automatic decision making or profiling for the purposes of a Client Account.

Our legal basis for using a Client's personal information

Our legal basis for using a Client's personal information in the ways described in this notice are:

- to meet our legal and regulatory obligations;
- to take steps necessary to enter into a contract with a Customer and in order to provide the Client Account that they have requested from us; and
- to meet our other legitimate interests, which are to ensure that we protect Clients, Customers, us and others from financial crime.

Retaining a Client's personal information

We will hold a copy of Client personal information collected in connection with unsuccessful Client Account applications for up to 1 year, or for up to 6 years where we need to for active or potential legal proceedings or to resolve or defend claims.

We retain this information in case we receive queries from our Customer as to why the Client Account application was unsuccessful. In addition, if a Customer makes a Client Account application again, we need to have enough information to consider it and to see whether we rejected the original application because of money laundering or other financial crime concerns.

If a Customer's application for a Client Account is successful, we will hold a Client's personal information for 5 years from the end of the Client's contractual relationship with the Customer. If a Client's relationship with our Customer has not ended by the time our own Customer relationship ends (or if we are not made aware that the Client relationship has ended), we will keep that Client's personal information for 5 years from the end of our Customer relationship.

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Handelsbanken

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