



The world's local bank

Business Internet Banking Application Form

Free Online Banking for your Business

Welcome to Business Internet Banking. Please read the guidance notes before you complete each section.

To use the service you will need to nominate an individual as a Primary User (see guidance note 3 overleaf). If the Primary User has not been identified previously, they will need to present personally, the following items of identification to any branch together with the completed application form:

1. A driving licence or passport, and

2. A recent utility bill.

If the Primary User has been identified please return this application to your local branch.

If you want to use Business Internet Banking for two or more businesses (separate legal entities) you will need to complete a separate application form for each business.

If you have any queries about the completion of this application form, please contact the Business Internet Banking Helpdesk on 0845 602 2014, overseas +44 1792 496 941 (textphone 1 800 108457 125563 international textphone +44 1792 494 394). Lines are open 8am to 10pm everyday (except Christmas Day, Boxing Day and New Year's Day).

To help us continually improve our service, and in the interests of security, we may monitor and/or record your telephone calls with us.

IMPORTANT – Checklist

Before submitting this form, please ensure that you have checked the following:

1. Form has been signed in accordance with instructions in guidance note 4 overleaf.
2. The Primary User has provided their email address.
3. The Primary User and, if applicable, all other users have signed the form.
4. Payment limit boxes are complete, if you intend to use the service to make payments.
5. You have read the Business Internet Banking Terms and Conditions.
6. Once you have completed the application form, including authorising it in accordance with the appropriate signing instructions, please return it to your account holding branch for authorisation.
7. You only send us back pages 3 and 4 of the application, which contain the 'Business details' etc and 'User Signatories' sections.

Guidance notes to help you complete this form

Guidance note 1. Business details

Business Name – the name of your business.

Sort Code and Account Number – from your main branch and bank account with HSBC Bank, if applicable.

Guidance note 2. Payment limits

(See also table below)

You will need to complete this section of the form if you want to make payments using Business Internet Banking. If you do not require payment facilities please enter 0 in each box. Your Daily Payments Limit is the maximum value of payments you can make using Business Internet Banking in any one day. There are four payment method options and you can choose all if required. The limits in this section only apply to Business Internet Banking and are separate from any other limits you hold with us. The maximum Daily Payments Limit you can apply for is £100,000. Note: this is a DAILY limit.

Guidance note 3. Primary User details

Primary User – The Primary User is the person nominated by the business to have full access to all the functions within the Business Internet Banking service. The functions include (a) payments if you have applied for this option, (b) controlling access to the service, including the appointment of additional users and (c) the power to enter into, on your behalf, agreements relating to services, products and other matters with the bank and any other member of the HSBC Group. We will send details to activate Business Internet Banking addressed to the Primary User at the business's trading address. These details must not be divulged to any other party. Note that other customer delegates have the power to, among other things, agree terms and conditions relating to services, accounts and products subject to Business Internet Banking

Email address – This should be an email address specific to the Primary User. This shouldn't be a shared email account.

Guidance note 4. Signing instructions

This application must be signed in accordance with the current bank mandate, unless your current bank mandate empowers specific person(s) on your behalf to sign any agreement(s) relating to electronic banking services, the following requirements must be satisfied:

Limited Company – one signature must be that of a Director who is an existing signatory on your current bank mandate

Partnership – one signature must be that of a partner who is an existing signatory on your current bank mandate

Limited Liability Partnership – one signatory must be that of a Member who is an existing signatory on your current bank mandate

Club/Society/Charity – one signatory must be that of the Chairman or Secretary of the committee who is an existing signatory on your current bank mandate

Sole Trader – the Sole Trader must sign

For non-account holders this application must be signed in accordance with the "Pension Authorised Signatories for Business Internet Banking" sheet.

Guidance note 5. User signatures

We will require the names and specimen signatures of all users who will have a payment authority for this service. We will also require the personal address details of the Primary User.

	BACS Payments	Bill Payments	Faster payments	CHAPS Payments	Priority Payments
What is this payment method most suitable for?	Salary payments or other multiple credits.	Payment of bills and other single payments.	Bill Payments up to £10,000 made through faster payment system used for other single payments.	Urgent payments in the UK where the beneficiary needs the money the same day.	Making sterling or currency payments to overseas beneficiaries or currency payments to UK beneficiaries.
How many payments can I make in a batch?	Up to 25 payments (i.e. 1 debit against 25 credits).	N/A	N/A	N/A	N/A
What is the maximum daily payments limit?	£100,000	£100,000	£100,000	£100,000	£100,000 (Note: Maximum 'single' payment amounts vary depending on currency).
Do I need funds in my account to make a payment?	No. Payments can be made up to the agreed limit irrespective of the account balance; however, you should ensure that covering funds are available on the day that the account is debited.	Yes. Payments can only be made if there are available funds on the account.	Yes. Payments can only be made if there are available funds on the account.	Yes. Payments can only be made if there are available funds on the account.	Yes. Payments can only be made if there are available funds on the account.
When will the payment be debited to my account and credited to the beneficiary's?	The BACs payments cycle is 3 working days. Payment is originated on Day 1 and the payment is debited and credited on Day 3.	Funds are debited on Day 1 and normally credited to the beneficiary's bank 3 working days later (day 3). Some HSBC to HSBC payments will credit immediately.	Funds are debited on Day 1 and normally credited to the beneficiary's bank within 2 hours. Some HSBC to HSBC payments will credit immediately.	Funds are debited on Day 1 and credited to beneficiary's bank the same day.	Funds are debited on day 1 and typically arrive at the beneficiary's bank within 1 to 4 working days.

Payment limits table (See also Guidance note 2)

Business details (Guidance note 1)

Business name

Sort Code --

Account number

Payment Limits (Guidance note 2)

If you want to make payments using Business Internet Banking, you must specify a Payments Limit for each payment method you require (up to a maximum of £100,000 per option). Before completing this section please read the information about these payment methods in Guidance note 2.

Please check that the Overall Daily Payments Limit is equal to or greater than the highest of the Daily Payments Limit. If not we will set the Overall Daily Limit to the highest figure. Your Overall Daily Payments Limit is the maximum value of payments you can make in any one day through Business Internet Banking.

Overall Daily Payments Limit (Maximum £100,000) £

Daily BACS Payments Limit (Credit limit required) £

Daily Bill Payments Limit £

Daily CHAPS Payments Limit £

Daily Priority Payments Limit £

Primary User details (Guidance note 3)

Title Mr Mrs Miss Ms Dr Other (please specify)

Surname

First name(s)

You (the business) authorise the person named above to act as the Primary User who will control access to your accounts via Business Internet Banking and act as the principal contact for the service. They will have authority as described in the Business Internet Banking Terms and Conditions.

Email Address

Do you require a Security Device? Yes No

Signing instructions (Guidance note 4)

By signing this application form you are confirming that you have taken all the necessary actions to authorise the signing of this form and the entry into and performance of the Business Internet Banking Terms and Conditions, and that such authorisation is in accordance with your relevant constitutional documents; and that you have read and understand the Business Internet Banking Terms and Conditions, which you received with this form, and agree to be bound by them. Please note the Google AdWords e-voucher will be sent to the Primary User's email address.

Signed

Name

Position

Date

Signed

Name

Position

Date

Signed

Name

Position

Date

Signed

Name

Position

Date

For branch use only – After authorisation send this form to your DSC following instructions in the BPM

BCIN

Payments Limit approved

Overall Daily £

Daily BACS £

Daily Bill £

Daily CHAPS £

Daily Priority £

Primary User email address completed and clearly legible

Mandate signatures checked and they comply with the BIB signing instructions/Signatures checked against non-account holder sheet

Primary User identified and their address verified

(Please retain copies of the customer identification and address verification in the customer's file).

Authorisation: I confirm that:

- The Primary User has been identified and their address verified
- This form has been signed in accordance with the non-account holder signature sheet or the bank mandate and BIB signing instructions
- The limits stated in this section have been approved / sanctioned and are to be placed on BIB

Authoriser's Name

Authoriser's Signature

Authoriser's Contact No.

Date

Please ensure the Business CIN is completed on the next page.

User Signatures (Guidance note 5)

To assist us with complying with certain Financial Services Authority (FSA) regulations, your business needs to provide signatures and addresses of the Primary User and all other Users who will be granted permission to make payments through Business Internet Banking. The Primary User must be identified and address verified by us and will be required to present identification at a branch if they have not been previously identified. In addition, we are seeking the written consent of the Primary User and Secondary Users to the sharing of information as described below.

Your Information – In this Consent:

“BIB” means the Business Internet Banking Service supplied by HSBC Bank plc to the firm.

“Firm” means the firm for which you are undertaking the role of a Primary User, Secondary User or Administrator in connection with BIB.

“Banks”, “we”, “us” and “our” mean’s HSBC Bank plc.

“HSBC Group” means HSBC Holdings plc, its subsidiaries and associated companies.

While you are undertaking the role of a Primary User, Secondary User or Administrator in connection with BIB and have been given the ability to access the firm’s business internet banking details, the Bank will need to check the personal information you have supplied. On a regular basis during this relationship, the Bank may confirm your details by searching the records of the HSBC Group and those of fraud prevention agencies.

Information will be exchanged with members of the HSBC Group and fraud prevention agencies to help prevent or detect theft and fraud, against us or our customers, for security or money laundering prevention purposes, or to assist in verifying your identity. The agencies will record details of the search. If you give us false or inaccurate information, and we suspect fraud, we will record this.

We and the fraud prevention agencies, will use the records for statistical analysis about fraud. If you require details of the fraud prevention agencies we use, please call 0800 587 7008 (textphone 1800 10800 0283 516). Lines are open 9am to 5pm Monday to Friday. To help us continually improve our service and in the interest of security, we may monitor and/or record your communications with us.

Members of the HSBC Group may exchange, use, analyse and assess information held about you through your connection with the firm, for the purpose of servicing the firm’s relationships with the HSBC Group.

Information about you may also be disclosed to members of the HSBC Group and others to provide the firm with BIB, other services, for the purposes of fraud prevention, audit, and if required by governmental and non-governmental regulators or ombudsmen. Such information may be processed on behalf of the Bank by members of the HSBC Group and/or third parties outside the European Economic Area where there may be less stringent data protection laws. If so, it will be protected by a strict code of secrecy, and security, and will only be used in accordance with the Bank’s instructions.

To ensure that the Bank carries out the firm’s instructions accurately, to help us to continually improve our service and in the interests of security, we may monitor and/or record your telephone calls with the Bank. In the interests of security we may use CCTV recording equipment in and around the Bank’s premises. All recordings are our sole property. We may need to make and retain photocopies of passports, driving licences or other identification that you provide.

Under data protection legislation, you have a right of access to certain personal records we hold about you. This does not apply to information relating to companies and other corporate bodies. The details we hold can be obtained by taking screen prints of the registration information you have supplied to become a primary or secondary user of this service. (If you have any other relationship with the HSBC Group you can ask in writing for a copy of the details. We may make a charge for this service.)

By signing you are consenting to us using the e-mail address you have supplied in this form to send you e-mails relating to your firm’s Google AdWords e-voucher. It is important that you read and understand the Consent form before you sign it. By signing this Consent you are confirming you have read and accepted the terms and conditions set out above. The terms and conditions set out above are separate to the Business Internet Banking Terms and Conditions received with this application form.

Primary User signature

Signed

Date

Name

Address

Postcode

Signed

Date

Signed

Date

Signed

Date

Is the Primary user an existing HSBC personal customer?
 Yes No If yes, please provide personal details

Sort Code

Account number

Other Users (who will have authority to make payments using the service). Please sign, date and provide address details. Full instructions on managing users, including how you give them access to the service, is available from the Business Internet Banking Information centre details of which will be included in your welcome pack.

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Business Internet Banking Agreement – Terms and Conditions

About Us

HSBC Bank plc is a company registered and established in England and Wales under registration number 14259. Our registered office is at 8, Canada Square, London, E14 5HQ. Our VAT registration number is GB 365684514. HSBC Bank plc is authorised and regulated by the Financial Services Authority being entered in their Register (114216). HSBC Bank plc is a member of the Financial Ombudsman Scheme.

1. Introduction

1.1 The Customer and the Bank agree that the Services (as defined below) shall be supplied to the Customer and will include Primary Users and other Customer Delegates being empowered to agree on behalf of the Customer the matters as described in this Agreement, in all cases subject to the terms and conditions contained or referred to in this Agreement which shall continue until terminated in accordance with its terms.

1.2 The Customer will, acting through Customer Delegate(s), access the Services through the HSBC Site.

1.3 By signing the application form relating to Business Internet Banking and returning it to the Bank the Customer agrees to be bound by the terms of this Agreement which shall be in English.

1.4 Defined terms used in this Agreement are set out below:

Administrator Any Customer Delegate who is empowered to administer and maintain the ongoing use of the Services by other Customer Delegates.

Agreement This agreement as modified from time to time including any supplementary terms for the provision of the Services published from time to time.

Bank (also **we, us, our**) HSBC Bank plc.

Business Internet Banking (also **BIB**) The HSBC Group's business internet banking system.

BIB Help Centre That part of the HSBC Site supporting Business Internet Banking which can be accessed via www.hsbc.co.uk/bibinfo

Computer Any device or equipment of any kind used to access Business Internet Banking including without limitation PCs, mobile phones and MP3s.

Customer (also **you, your, yours**) The business customer named on the application form mentioned above.

Customer Delegate Any of the Primary User, Administrator(s) or Secondary User(s) who are authorised from time to time to use the Services.

Customer Guides All customer guides, manuals, help text or similar documents (whether in hard copy or in electronic form) issued or made available by us to you at any time in any format for use with the Services.

Customer Instruction Any request, instruction, agreement or other communication that is received by the Bank through Business Internet Banking.

Help Desk The Business Internet Banking Help Desk.

HSBC Group HSBC Holdings plc and its subsidiary and associate undertakings, or any of their branches.

HSBC Site The HSBC portal through which you access Business Internet Banking.

Micro-enterprise A business customer whose accounts are held with us in the UK and whose annual turnover (or, if our records show that the business customer is a member of a group, the annual turnover of their group according to our records) is less than £2million.

Payment Transaction – has the meaning given to the words “payment transaction” in the Regulations.

Password Any confidential password, phrase, code or number, memorable data, or any other identification of any kind whether issued to the Customer or any Customer Delegate by the Bank or adopted by the Customer or any Customer Delegate which may be used either alone or with any Security Device or other thing to access or facilitate access to any of the HSBC Site, Business Internet Banking and the Services or to effect Customer Instructions.

Primary User A Customer Delegate entrusted with responsibility for the initial Business Internet Banking installation and the Customer's on-going use of Business Internet Banking

Regulations – means The Payment Services Regulations 2009, as amended, restated and re-enacted from time to time.

Regulated Payment Transaction – means a Payment Transaction which is subject to the Regulations.

Secondary User A Customer Delegate appointed by an Administrator or Primary User.

Security Device Any token, device, procedure or other thing whether issued to the Customer or any Customer Delegate by the Bank or adopted by the Customer or any Customer Delegate which may be used alone or with any Password or other thing to access or facilitate access to any of the HSBC Site, Business Internet Banking and the Services or to effect Customer Instructions or to generate any Password.

Services Any banking product or service provided by the Bank to the Customer using Business Internet Banking (including without limitation the empowerment of Customer Delegates to agree on behalf of the Customer the matters as described in this Agreement).

Service Guide The Customer Guide entitled 'Managing the Service Guide' which can be found at our BIB Help Centre.

Small Charity A UK charity whose annual income is less than £1million and which meets the other requirements in the definition of a 'charity' in the Regulations.

2. The Services

2.1 The Services enable you to:

2.1.1 view accounts and give us instructions and agree terms and conditions in relation to services you receive from us, and accounts and products that you have with us, being accounts, services and products which are from time to time the subject of Business Internet Banking; and

2.1.2 initiate applications, place orders, make arrangements, give instructions and conclude contracts for or relating to services and products of any kind which we or any other member of the HSBC Group may offer from time to time and to agree or authorise any other matter or thing with us or any other member of the HSBC Group.

2.2 By this Agreement you authorise us and (in the case of the matters referred to in Clause 2.1.2) all other members of the HSBC Group to:

2.1 act on and accept Customer Instructions apparently given by any Customer Delegate in respect of any of the matters referred to in Clause 2.1.1 and to act on and accept Customer Instructions apparently given by any Primary User in respect of any of the matters referred to in Clause 2.1.2; and

2.2.2 add to Business Internet Banking all of your accounts whenever opened which are the subject of Business Internet Banking.

2.3 The Services (which we may vary from time to time) include, without limitation, obtaining balances on accounts, a choice of payment methods including overseas payments up to daily limit subject to application, forward dated payments, viewing of transaction details of payments made, transfers between accounts, viewing or cancelling direct debits, creating, viewing, amending or cancelling of standing orders, setting-up access and control rights for other users online, access to the BIB Help Centre and a variety of other services. For further details of the Services, please refer to our Service Guide.

2.4 In order for a Customer Instruction involving a payment to be properly executed, the Customer must provide the Bank with the payee's bank sort code and account number or, where applicable, the bank identification code (BIC) or other relevant identification of the payee's bank and the payee's international bank account number (IBAN) or other relevant account number; and/or such other information if any as the Bank may advise the Customer of from time to time.

2.5 Your consent to Customer Instructions is given using the Security Device and appropriate Password(s) and username. For further details please refer to our Service Guide.

2.6 Your consent to Customer Instructions involving Payment Transactions, can only be withdrawn in respect of forward dated Payment Transactions using the cancel facility. For further details, please refer to our Service Guide.

2.7 For details of cut-off times, please refer to our Service Guide.

2.8 For details of maximum execution times in respect of Regulated Payment Transactions, please refer to the Service Guide.

2.9 The Customer and the Bank may agree financial limit(s) upon the amount(s) which can be the subject of Customer Instructions.

3. Registration procedure

3.1 When registering you are required to nominate a Primary User. You understand that by doing this, the Primary User will have full control of your business bank accounts when accessed using Business Internet Banking and will have the authority to delegate various access and/or control rights to other Customer Delegates and to agree on your behalf any matter or thing as described in Clauses 2.1 and 2.2.

4. Customer instructions

4.1 We will only accept a Customer Instruction if it has been effected through Business Internet Banking, where access to Business Internet Banking appears to have been obtained using the appropriate Password(s) in accordance with the Customer Guides and this Agreement.

4.2 You request and authorise us to treat all apparently valid Customer Instructions received by the Bank as instructions or other communications properly authorised by you, even if made fraudulently and even if they conflict with the terms of any other mandates given by you at any time concerning your accounts or affairs. Subject to our obligations in Clause 4.1, we shall be under no other obligation to check the authenticity of Customer Instructions or the authority of the person or persons giving them.

4.3 You are responsible for the accuracy and completeness of Customer Instructions and for ensuring that they will achieve your intended purpose. We are not liable for any loss or delay where the contents of a Customer Instruction are inaccurate or incomplete.

4.4 If you request us to cancel or modify any Customer Instruction, we will make all reasonable efforts to comply with your request. However, we are not liable for any failure to cancel or modify the Customer Instruction if such a request is received at a time or under circumstances that render us unable to comply with your request.

4.5 We and any other company in the HSBC Group are entitled to:

- debit your accounts, wherever they are situated and whenever they are opened, with any amounts that we, or such company, have paid or incurred in accordance with a Customer Instruction; and
- act and rely upon and treat as binding upon the Customer any Customer Instruction.

4.6 We may, in our absolute discretion and without liability, not agree to act on or delay acting on a Customer Instruction if:

4.6.1 it is a request or instruction the effect of which would be to exceed any limit imposed by the Bank upon you generally, or upon the Customer Delegate in question; or

4.6.2 it is an informal overdraft request, namely a request or instruction that, if agreed to by us, would cause your account to go overdrawn or over an existing overdraft limit; or

4.6.3 we know of or suspect a breach of security in respect of or in connection with the operation of one or more of your accounts or the Services generally; or

4.6.4 the Customer Instruction is considered by us in our discretion to be of a sufficiently high value to warrant the carrying out of additional steps relating to the prevention of fraud, money laundering or terrorist activity.

Where not unlawful to do so, we shall notify you of any refusal by us to execute any Customer Instruction involving a Payment Transaction.

We may charge for any such notification which may be given in any of the ways described in Clause 6.2.

5. Secure messaging services

5.1 If we make this facility ('Secure Messaging Services') available to you, you may send us and we may send you secure e-messages using Business Internet Banking.

5.2 You must not send us messages:

- in relation to matters for which there is specific functionality on Business Internet Banking e.g. to make a payment;
- which require immediate attention, such as reporting loss or theft of cheques and/or debit or credit cards and/or stopping a payment;
- which are requests of a transactional nature e.g. share dealing or fund management instructions.

5.3 We may send you messages concerning any accounts, products or services which you have with us including Business

Internet Banking or the Services, or concerning any other service related matters.

6. Service Interruption

6.1 We may (but are not obliged to) suspend any service provided to you under the Services in relation to all or any of the Customer Delegates without notice where we consider it necessary or advisable to do so, for example to protect you when:

- we suspect a breach or a potential breach of security; or
- you fail to take reasonable care to ensure the security of your use of the Services; or
- we need to suspend the Services for routine, non-routine or emergency maintenance where we consider it necessary to do so.

6.2 Where not unlawful to do so we shall where possible give you notice of any suspension, termination or withdrawal in accordance with this Clause 6 before doing so or if not possible immediately afterwards. Any such notification shall be made in accordance with Clause 21.2 or by telephone or fax.

7. Confidentiality

7.1 Please note that our Business Banking Terms and Conditions, issued to you and other business customers generally, set out your agreement with us concerning our use and sharing with other parties of information about you and your affairs ('Your Information'). Without limiting these Business Banking Terms and Conditions you agree that we may exchange Your Information with members of the HSBC Group and others to provide you with the Services and to give effect to any Customer Instruction. We may use other HSBC Group companies and/or third parties to process information in accordance with our instructions to provide services on our behalf. Whether it is processed in the UK or overseas, your information will be protected, in accordance with data protection legislation, by a strict code of secrecy and security which all members of the HSBC Group, their staff and any third parties are subject to.

8. Security provisions/viruses/spyware

8.1 You agree to, and agree to ensure that all Customer Delegates will, comply with the terms of this Agreement and any other reasonable instructions or recommendations we may issue to you regarding Business Internet Banking security including, without limitation those contained in the Customer Guides or as displayed and accessible from time to time through the HSBC Site or Business Internet Banking.

8.2 You agree that it is your sole responsibility to set-up, maintain and regularly review security arrangements concerning access to, and use of, the Services, and information stored on your computing and communications systems, and in particular your and any of your Customer Delegates' control of Passwords, Security Devices and access to Business Internet Banking.

8.3 You must ensure that your Customer Delegates keep their Password and Security Device secure and secret at all times and take steps to prevent unauthorised use of their Password and Security Device provided to them. For example, Customer Delegates must:

- never write or otherwise record their Password in a way that can be understood by someone else except where it is required by the Bank for the registration of a Customer Delegate or for any other reason as set out in the Customer Guides;
- avoid any Password which is easy to guess and never reveal their Password to anyone else including their business colleagues and our staff: and change their Password regularly.

8.4 You and your Customer Delegates must not permit Customer Delegates to access Business Internet Banking or the HSBC Site from any public internet access device or access point (e.g. cyber/internet cafés).

8.5 You must notify us immediately of the following:

- any unauthorised access to Business Internet Banking, or the HSBC Site, or any unauthorised transaction or instruction which you or any of your Customer Delegates knows of or suspects; or
- if you suspect someone else knows the Password of one or more of the Customer Delegates or has access to their Security Device. In the event of any such breach or suspected breach of security you must ensure that all your Customer Delegates change their Passwords immediately to one which they have not used before.

8.6 You hereby agree to comply immediately with all reasonable requests for assistance from us and/or the police in trying to recover any losses or identify actual or potential breaches of

security including, without limitation, giving us prompt access to any Computer.

8.7 If you suspect any impropriety on the part of any Customer Delegate in connection with Business Internet Banking or the Services or a Customer Delegate leaves your business, you must ensure that the Primary User or an Administrator immediately takes all steps available to ensure that the Customer Delegate involved is unable to access the Services.

8.8 If you suspect any impropriety on the part of the Primary User in connection with Business Internet Banking or the Services or the Primary User leaves your business, you must immediately take steps to replace such Primary User.

8.9 You are responsible for the security of any Security Device held in any manner by you or your Customer Delegates. We shall not be liable to you or to third parties for any loss whatsoever arising from the copying, tampering or unauthorised use of any Security Device.

8.10 Business Internet Banking is accessed through the Internet which is a public system over which we have no control. It is therefore your duty to make sure that any Computer is free from and adequately protected against acquiring spyware, computer viruses and other invasive, destructive or disruptive components and has installed on it up to date (and where relevant regularly run) anti-virus and anti-spyware software, a firewall and security patches.

8.11 You agree that you are solely responsible for the performance and protection of any browser, Computer, and matters referred to in Clause 8.10 including the prompt adoption by you of all security patches and other security measures issued or recommended from time to time by the suppliers of such browsers, Computers' operating systems and other matters referred to above, and we shall not be liable for any damage to/ or reduction in the performance of your Computer system or any part of it by the installation and/or use of any browser version, Security Device or other matters referred to above, required to use the Services. You agree to use a browser version and operating system that is supported by Business Internet Banking.

8.12 We will not be responsible for any loss of or damage to your data, software, Computer, computer networks, telecommunications or other equipment caused by you using Business Internet Banking unless such loss or damage is directly and solely caused by our gross negligence or wilful misconduct.

8.13 Business Internet Banking on a Blackberry ('BOB') – it is important that you follow on-line security guidance set out in the BOB User Guide (including the changing of default settings) in order to ensure that you remain secure. The BOB User Guide is available online at the BIB Help Centre.

8.14 All notifications by you under this Clause 8 are to be made by calling the Business Internet Banking Helpdesk on the telephone numbers(s) specified in the Service Guide or by any other means specified in it. All notifications in respect of Customer Instructions involving Payment Transactions must be given by the Customer to the Bank without undue delay and in any event no later than 13 months after the debit date, on becoming aware of any unauthorised or incorrectly executed Payment Transaction.

8.15 You acknowledge that any failure by you or any Customer Delegate to comply with any of the provisions of this Clause 8 shall for the purposes of this Agreement constitute gross negligence on your part.

9. Security Devices

9.1 We grant you a non-exclusive, non-transferable licence to use any Security Device and/or to install any Security Device. Title to and rights in the Security Devices belong to us and, except for the specific rights granted to you by this licence, neither you nor any Customer Delegates will acquire any rights whatsoever to the Security Devices, which will remain the property of the Bank.

9.2 We will make all reasonable efforts to ensure that any Security Device that we provide to you will perform as necessary to permit access to Business Internet Banking as and when required. You will notify us immediately if any Security Device fails to function correctly.

9.3 We shall have no liability for breach of any implied term as to satisfactory quality, merchantability or fitness for purpose of any Security Device.

9.4 You will (and will ensure that your Customer Delegates) take reasonable care of any Security Device so that it does not become stolen, lost, damaged or faulty.

10. Password reset and security device reissue

10.1 Our procedures for re-setting Passwords and replacing Security Devices are available by calling our Help Desk the telephone number being set out in the Customer Guides. When the Customer Delegate calls, the caller will be taken through security procedures in order to identify the caller as a Customer Delegate.

10.2 You hereby request and authorise us from time to time without further authority or notice from you to act upon any telephoned request or instruction to re-set any Password or to revoke and/or deactivate any Security Device of a Customer Delegate, or to issue and/or replace a Security Device to any Customer Delegate made through the Help Desk. In addition you agree that we shall not be liable to you or any third party for any loss or damage suffered by you or any third party arising from any such request or instruction being unauthorised or fraudulent provided we have gone through our normal security procedures in relation to identification of the person calling and you agree to keep us fully indemnified against any claims or demands arising therefrom.

10.3 We shall not be liable for any losses arising as a result of a refusal by the Help Desk to carry out any of the matters referred to in Clauses 10.1 and 10.2.

11. Disclaimer

11.1 We do not warrant that the information available through the Services is accurate, sufficient or error free, or that such information is current and up-to-date at the time it is accessed.

12. Fees and changes to the agreement

12.1 You agree to pay our scale of charges (if any) for providing the Services as we advise you from time to time. We may vary our charges and the frequency and dates of payment, on giving you not less than two months' notice and Clause 12.3 shall apply to any such notice. We reserve the right to make a charge for any replacement Security Device where such replacement is necessary as a result of any breach by you or any of your Customer Delegates of Clause 9.4. These charges are in addition to any charges for particular banking or other services we might provide in response to your Customer Instructions through the Services.

12.2 You authorise us to debit any of your accounts with any charges for the Services.

12.3 We may change the terms of this Agreement subject to us giving not less than two months' prior notice to you or, exceptionally, such shorter period (other than in the case of any variations to our charges) as is necessary for the effective operation of the Services. At any time up to two months from the date of the notice, you may, without notice, terminate this Agreement without having to pay any extra charges for doing so.

13. Our liability to you and your indemnity

13.1 Subject to Clauses 13.2 to 13.5 (inclusive), we and/or any other member of the HSBC Group shall only be liable for any loss, damage or delay which you suffer or incur as a direct result of our or the other HSBC Group member's gross negligence or wilful misconduct and shall not be liable for any other loss or damage of any kind.

13.2 Neither we nor any other member of the HSBC Group shall, in any event, be liable to you for any loss of business or profits or data, or indirect, consequential or special loss or damage arising out of your use of or in connection with, Business Internet Banking or the Services, whether or not we or that other member of the HSBC Group has been advised of the possibility of such loss or damage and whether or not arising out of negligence, breach of this Agreement or otherwise.

13.3 Neither we nor any other member of the HSBC Group purports to exclude or limit liability in relation to fraud, personal injury or death.

13.4 Subject to Clause 13.5, the liability of us and each other member of the HSBC Group to you due to, under and/or arising out of or in connection with this Agreement shall, in aggregate in any calendar year, not exceed £500,000.

13.5 Notwithstanding the limit set out in Clause 13.4, to the extent of a successful claim against us or any other member of the HSBC Group (i.e. for direct loss arising as a result of its gross negligence or wilful misconduct only) relates to all or part of the principal amount payable under a Customer Instruction (such amount the 'Lost Principal'), the relevant member of the HSBC Group shall be liable for:

13.5.1 the Lost Principal; and

13.5.2 any interest which might reasonably have been earned in relation to the Lost Principal, provided that any interest payment shall be reduced accordingly if (a) any interest or other charges which would have been payable by you were not charged as a result of the loss; or (b) any interest was earned by you which would have not otherwise have been earned.

13.6 You will indemnify and hold us and any other member of the HSBC Group harmless from all losses and liabilities incurred by us or any other member of the HSBC Group as a result of:

13.6.1 any breach by you of your obligations under this Agreement; or

13.6.2 us, or any other member of the HSBC Group, acting on any Customer Instruction or other communication relating to the Services, whether or not such Customer Instruction or communication was (a) authorised by you, or, (b) in an agreed form.

13.7 You are responsible for obtaining, if you consider it appropriate, insurance cover at your cost for any loss exceeding the limit set out in Clause 13.4 or for any loss for which we are not liable to you.

13.8 We are not obliged to monitor your use of the Services for any failure by you to carry out your obligations under this Agreement including your security duties under Clauses 8 and 9 or to notify you of any such failure.

13.9 Continued provision of the Services when you are in breach of this Agreement, whether or not we have knowledge of such breach, shall not prejudice or constitute a waiver of our rights under this Agreement (including without limitation Clause 4) which shall remain in full force and effect.

14. Your and our liability and Regulated Payment Transactions

14.1 The provisions of this Clause 14 shall only apply where the Customer has not effectively agreed with the Bank under Clause 20 that Regulation 62 (or any amendment, reinstatement or re-enactment of it) of the Regulations shall not apply.

14.2 Where Clause 14.1 applies to the Customer in the event of any conflict between the provisions of this Clause 14 and any other provisions of this Agreement then the provisions of this Clause 14 shall prevail but only to the extent necessary to resolve such conflict.

14.3 Subject to Clauses 14.4 and 14.5 the Customer shall be liable up to a maximum of £50 for any losses incurred in respect of any unauthorised Customer Instruction involving a Regulated Payment Transaction arising:

(a) from the use of a lost or stolen Password or Security Device; or

(b) where the Customer or any of its Customer Delegates has failed to keep the personalised security features of any Password or Security Device safe, from the misappropriation of any such Password or Security Device.

14.4 The Customer shall be liable for all losses incurred in respect of any unauthorised Customer Instruction involving a Regulated Payment Transaction where the Customer, any of its Customer Delegates or other party acting on its behalf:

(a) has acted fraudulently; or

(b) has with intent or gross negligence failed to comply with its or their obligations under this Agreement relating to:

– the issue of Passwords, Security Devices and procedures relating to such matters and the keeping of such matters safe or
– the notification by the Customer in accordance with Clause 8 and without undue delay on becoming aware of the breach of, loss, theft, misappropriation or unauthorised use of any Password or Security Device or the procedures relating to such matters.

14.5 Subject to Clauses 14.1 to 14.4, where a Customer Instruction involving a Regulated Payment Transaction is not authorised by the Customer, the Bank will refund the amount of the unauthorised Regulated Payment Transaction and where applicable will restore the account debited with the Regulated Payment Transaction to the state it would have been in had the unauthorised Regulated Payment Transaction not taken place.

15. Authority and indemnity from you

15.1 Without prejudice to any other authority covering the same matters, you authorise us from time to time to act upon written instructions concerning the administration of Business Internet Banking or the Services, including the re-setting of Passwords, the de-activation, issuing and/or replacement of Security Devices, the replacement of any Primary User and the agreeing of limits.

15.2 Any instruction or request referred to in Clause 15.1 is to be, or must purport to be, signed as follows:

- in the case of trustees all trustees must sign;

- in the case of a sole trader the sole trader must sign, and

- in other cases, the instruction or request must be signed in accordance with the then current bank mandate provided that in the case of a limited company one signature must be that of a director; in the case of a partnership one signature must be that of a partner; and

- in the case of an unincorporated club or society one signature must be that of the Chairman or Secretary of the committee.

15.3 Where any written instruction or request referred to in Clause 15.1 is sent by facsimile transmission or other electronic communication, you authorise us without further authority (but we shall not be obliged) to act upon such instruction or request. In addition you agree that we shall not be liable to you or any third party for any loss or damage suffered by you or any third party arising from the facsimile transmission or other electronic communication being unauthorised or fraudulent and you agree to keep us fully indemnified against any claims or demands arising therefrom.

15.4 We shall not be liable for any losses arising as a result of any delays when acting in accordance with written instructions howsoever given pursuant to Clause 15.

16. Termination

16.1 The Customer may terminate this Agreement on not less than one month's prior notice to the Bank and the Bank may terminate this Agreement on not less than two months' prior notice to the Customer.

16.2 Either party may also terminate this Agreement with immediate effect by notice to the other, if the other party commits a material breach of this Agreement or becomes insolvent under the laws of any applicable jurisdiction.

16.3 Termination will not affect the rights and remedies of either party accrued to the date of termination nor will it affect any provision of this Agreement (including, without limitation, Clauses 13 and 21) which is intended to apply after termination.

16.4 Upon termination of this Agreement for any reason, the Security Device licences referred in Clause 9.1 terminate.

17. Events beyond parties' control

17.1 Neither party will be liable for delay in performing or failure to perform any of its obligations under this Agreement which is caused by circumstances beyond its reasonable control, including, but not limited to, the failure, malfunction or unavailability of telecommunications, data communications and computer systems and services, war, acts of terrorism, civil unrest, government action, strikes, lock-outs or other industrial action or trade disputes (whether involving either party's employees or those of a third party). Any delay or failure of this kind will not be deemed to be a breach of this Agreement and the time for performance of the affected obligation will be extended by a period which is reasonable in the circumstances.

18. Electronic communications

18.1 For the purposes of the Consumer Credit Act 1974 (Electronic Communications) Order 2004 (as amended from time to time), any other laws or regulations from time to time in force and generally you and we agree to electronic communications being sent or delivered between us and you through Business Internet Banking whether through the Secure Messaging Services or otherwise.

19. Money laundering and other matters

19.1 We may take whatever action we consider appropriate to meet any obligations, either in the United Kingdom or elsewhere in the world, relating to the prevention of fraud, money laundering or terrorist activity and the provision of financial and other services to persons who may be subject to sanctions.

19.2 These actions include, but are not limited to, investigating and intercepting payments into and out of your accounts (particularly in the case of international transfers of funds) and investigating the source of or intended recipient of funds. It may also include making enquiries to establish whether a person is subject to sanctions.

19.3 We shall not be liable for any loss, liability, delay or cost incurred by you as a result of us taking such actions; and we do not warrant that any information on our systems relating to any payment messages and communications will be accurate or complete to the extent that it relates to any Customer Instruction which is subject to such an action when such information is provided.

19.4 To help us comply with the above obligations, you agree to comply with such procedures as may be specified by us from time to time ('Procedures'). You also agree that, each time a Secondary User is appointed with authority to make payments or otherwise authorise transactions on your behalf, you will within seven days notify us in writing and provide the new Secondary User's name and address together with a specimen signature in accordance with the Procedures. In addition, you agree that as part of the process of appointing any Primary User, you will provide a specimen signature of such Primary User and that it may be necessary for us to take steps to identify such Primary User in accordance with the Procedures.

20. The Payment Services Regulations 2009 (the Regulations)

20.1 To the fullest extent that is permitted by law, the Customer agrees that the provisions of the Regulations including without limitation those currently numbered as specified in Clause 20.2 below shall not apply to the Customer, any of its Customer Delegates or other parties acting on its behalf.

20.2 The relevant provisions of the Regulations referred to in Clause 20.1 include, without limitation:

- Regulation 42(1) in respect of changes in our interest rates and charges;
- Regulation 48 in respect of our charges for making itemised charges available on request;
- Regulations 40, 60, 62, 63, 64, 75 and 77 all as from time to time amended, restated or re-enacted.

20.3 If at the date of this Agreement it is not permitted by law for the Customer to agree the matters referred to in Clauses 20.1 and 20.2 above but subsequently such agreement does become permitted by law (whether because the Customer has ceased to be a Micro-enterprise or a Small Charity or otherwise), then the Customer agrees that the agreement of the Customer to the matters referred to in Clauses 20.1 and 20.2 above shall take effect from such subsequent date.

21. Miscellaneous

21.1 This Agreement is the entire agreement between the parties concerning the use of Business Internet Banking and supersedes all previous agreements, communications, representations or discussions between you and us relating to it. Any other agreements between us and you and/or mandates relating to the conduct of your accounts shall remain unaffected.

21.2 Any notice to be given under this Agreement must be communicated by post or through Business Internet Banking including, without limitation, using the Secure Messaging Services. If by post the notice will be taken to have been received 5 days after posting by one party to the postal address most recently notified by the receiving party and, if through Business Internet Banking, when it is sent.

21.3 Where the Customer is a partnership, this Agreement will continue in force unless revoked by notice given by any one partner, notwithstanding any change of name of the partnership, admission of new partner(s) or any partner ceasing to be a member of the partnership by reason of death or otherwise.

21.4 Where we introduce new services as part of the Services we may provide them on supplementary terms which will be notified to you in accordance with this Agreement.

21.5 We and you both agree to comply with all applicable data protection and other laws to the same or similar purpose in all relevant jurisdictions. You confirm that all employees and other persons whose personal or other data is transmitted, processed or otherwise handled have consented to such transmission, processing or other handling under this Agreement in accordance with these laws, or will do so prior to any such transmission, processing or other handling.

21.6 Each of the terms of this Agreement is severable from the others and if one or more of them becomes void, illegal or unenforceable, the remainder will not be affected in any way. References in this Agreement to clauses are references to clauses of this Agreement unless expressly stated otherwise.

21.7 Subject to the applicable laws of evidence, each party agrees not to object to the admission of the records (including computer records) of the other as evidence in legal proceedings.

21.8 No Primary User may be under the age of 18 years.

21.9 To the extent permitted by applicable law, the rights and obligations set out in articles 10 and 11 of Directive 2000/31/EC as implemented by the Electronic Commerce (EC Directive) Regulations 2002 as amended from time to time shall not apply to any contracts between you and us concluded through the use of Business Internet Banking or the Services.

21.10 Subject as provided below a person which is not a party to this Agreement has no right to enforce any provision of this Agreement. Members of the HSBC Group which are not parties to this Agreement, and any sub-contractor of any HSBC Group member may nevertheless enforce this Agreement against you, subject to and in accordance with this Agreement and any applicable regulations and laws including without limitation the Contracts (Rights of Third Parties) Act 1999. The parties to this Agreement do not require the consent of any person who is not party to this Agreement to rescind or vary this Agreement at any time.

21.11 Information relevant to this Agreement under the Regulations will be provided as and when changes are made and will be made available either under Clause 21.2 or by change to the Customer Guides. You may obtain a copy of this Agreement by downloading it from the BIB Help Centre or by making a request to the Help Desk.

21.12 We may appoint other parties to provide some or all of the Services under this Agreement. You agree that such parties shall have the benefit of any provisions of this Agreement which limit our liability.

21.13 We may cancel your or any Customer Delegate access to the Services without prior notice if there has been no activity for a period of three consecutive months.

22. Law and proceedings

22.1 For account(s) held in the United Kingdom this Agreement and any dispute, claim or issue arising out of or in connection with it (whether of a contractual or non-contractual nature, such as claims in tort, for breach of statute or regulation or otherwise) shall be governed by the laws of England and Wales. For account(s) held in Jersey, Guernsey and the Isle of Man the local law of the island where your account(s) is held will apply in respect of the above matters. You and we irrevocably submit to the non-exclusive jurisdiction of the courts of England and Wales or Jersey, Guernsey, or the Isle of Man as appropriate.

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We are a principal member of the HSBC Group, one of the world's largest banking and financial services organisations with around 8,500 offices in 86 countries and territories.

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