



1. Introduction

- 1.1. These terms set out the terms and conditions upon which we, the bank, will provide Banking services to you and references to “we”, “us” or “our” should be read in this way. References to “you” or “your” are references to the person or persons in whose name the account is held.
- 1.2. Our services to you will be limited to providing general banking services, including Deposit-taking in the Form of Current Accounts and Savings Accounts.
- 1.3. These terms Form a Legal agreement between you and us, so please ensure that you understand all of them. You must let us know as soon as possible (and in any event before using our services) if there is anything which you do not understand or need to be made clearer.
- 1.4. In addition to these terms, the agreement between you and us includes terms that are specific to each of our accounts, services or products (as defined under “Other terms” below).

2. Interpretation

- 2.1. “General Terms and Conditions” or “Terms” means these terms and conditions as amended from time to time in accordance with these terms.
- 2.2. The following expressions in the terms shall have the following meanings:
 - “Account” means any Account opened by us in your name at your request;
 - “Account Application Form” means the Personal Account Application Form for International Personal Banking or Wealth and Investment as applicable;
 - “Applicable Regulations” means all applicable Laws, regulations and requirements imposed by regulators in force from time to time that apply to the products and services described in the agreement;
 - the “Bank” means Standard Bank Jersey Limited;
 - “Business Day” means any day on which banks in Jersey or the Isle of Man are generally open for business, other than weekends and local bank holidays in Jersey, Isle of Man or the United Kingdom;
 - “Card” means a debit or credit card issued in relation to an account (if offered with such account);
 - “Other terms” means any other written terms and conditions or agreement between you and us which govern transactions, including but not limited to our charges for banking services leaflets for International Personal Banking or Wealth and Investment and the specific terms and conditions for International Personal Banking or Wealth and Investment;
 - “Standard Bank Offshore Group” means Standard Bank Offshore Group Limited, which has its registered office at 47–49 La Motte Street, St. Helier, Jersey, JE2 4SZ, or any subsidiary of it which includes Standard Bank Jersey Limited; and
 - “Standard Bank Group” means Standard Bank Group Limited or any subsidiary of it. Standard Bank Group Limited has its registered office at 9th Floor, Standard Bank Centre, 5 Simmonds Street, Johannesburg 2001, Republic of South Africa.

3. Application

- 3.1. These terms apply to all personal accounts listed in the specific terms and conditions. Other terms may also apply and must be read in conjunction with these terms.
- 3.2. By signing and submitting the Personal Account Application Form, you are agreeing to be bound by these terms and applicable other terms.

4. Card Facilities

- 4.1. We reserve the right to delegate or outsource our obligations under these terms to one or more other persons or entities. We acknowledge that the delegation or outsourcing of our obligations under these terms shall not affect our responsibility to you to fulfil them.
- 4.2. These terms, together with any other terms, are the entire agreement between us and you and supersede all earlier agreements relating to the subject matter of these terms. We will provide a copy of these terms and any other terms at any time on request. If you would like to request a copy of these terms or any other terms, please contact our Jersey office, the details of which are set out at the end of these terms. In the event of any conflict between the provisions of these terms and any other terms, the provisions of the other terms shall prevail, except where any applicable regulations require otherwise. We may allow you extra time to comply with your obligations or decide not to exercise some or all of our rights. This will not affect our right to require the strict Application of these terms or any other of our rights later on.
- 4.3. You must not use any account or other facility provided by us for any illegal purpose.

5. Account Opening



- 6.13. We may decide, at our sole and absolute discretion, to act or decline to act on general enquiries received via email or other electronic communications.

Instructions

- 6.14. You authorise us to accept and act on your instructions, even if carrying out these instructions creates a debt on your account.
- 6.15. We may at our sole and absolute discretion delay or refuse to act on any instruction (including instructions to pay out of an account) or accept a payment into an account if we reasonably believe that:
- you did not give the instruction;
 - we are unable to authenticate to our own satisfaction the source of the instruction;
 - the instructions are unclear, incomplete or not in the required form;
 - there is a security or other legal reason to do so;
 - complying would be contrary to any law, regulation, code or other duty applicable to us;
 - it would cause you to exceed any limit or restriction which applies to your account;
 - doing so might expose us or another Standard Bank Group company to action or censure from any government, regulator or law enforcement agency; or
 - it is for a payment to or from, or you are trying to make a card payment in, a limited number of countries (we will tell you which countries if you ask us).

If we delay or refuse to make a payment, we will notify you and if possible give our reasons for doing so (unless a legal reason or certain other limited circumstances beyond our control prevent the provision of this information). You can also contact us to find out why we have delayed or refused to carry out your instruction. In the event that we exercise our discretion in the above circumstances, we shall not be liable for any loss, direct or indirect, arising as a consequence of us not making such a transfer from or accepting a payment into an account.

Interest

- 6.16. Interest, if applicable, will be calculated on a 365-day basis for those accounts denominated in Sterling, Hong Kong Dollars, Singapore Dollars, or South African Rand. Interest, if applicable, will be calculated on a 360-day basis for those accounts denominated in any other currency, such as United States Dollars and Euros.
- 6.17. Subject to taxation regulations prevailing on each interest payment date, deposit interest will be paid gross on cleared balances, and you will be responsible for determining your liability for tax on such interest arising from a deposit.
- 6.18. The interest rate applicable to your account will depend on the type of account and the balance held in the account and, where applicable, will be updated on our website from time to time.
- 6.19. We are not a tax adviser, and we recommend that if you are in any doubt as to your tax position, you should seek independent advice from an accountant or other suitably qualified adviser.

Interest rates

- 6.20. We reserve the right to vary the interest rates applied to an account unless a specific interest rate for a specified term has been agreed under a separate advice. We will publish current interest rates on our website, and current interest rates are also available from us on request.
- 6.21. Negative interest rates may be applied where market conditions dictate and/or the bank may charge a fee for maintaining an account in such circumstances.

Joint accounts

- 6.22. A joint account is an account held by two or more individuals jointly, the “**joint account holders**”, and will be listed in the order shown on the Personal Account Application Form unless otherwise specified. We will (unless and until instructed otherwise in writing or if we in our sole and absolute discretion decide otherwise) accept instructions from anyone of you. We will treat all joint account holders as being entitled to receive all funds held on an account. We will not recognise or be concerned with any division of ownership of funds held on an account unless specifically required to do so by any applicable regulation.
- 6.23. If any one joint account holder notifies us in writing of a dispute between any joint account holders, we may treat such notice as notice of cancellation of the authority to accept instructions from anyone of you. If we do, any further transactions, including payments by standing order or direct debit



international payments are met, and reserve the right to act at variance with your instructions where this is in your interests.

- 6.42. We will not be liable for any deductions made from payments out of your account where these are levied by the receiving bank and/or its agents, including correspondent banks.
- 6.43. If a payment you have made or instructed us to make is returned as a result of either an error or insufficient information having been provided by you, we will re-credit the relevant amount to your account once we have received the funds. You will be liable for any incidental fees arising or charges incurred. The funds may need to be converted to a different currency so that they can be credited to your account, in which case a fee may be charged (in accordance with our charges for banking services leaflet).

Unauthorised overdrafts

- 6.44. A fee may be charged (in accordance with our charges for banking services leaflet) on each occasion a debit is passed over an account which then becomes overdrawn without prior agreement, or which takes the balance over an agreed overdraft limit.
- 6.45. We may refuse to accept instructions which would result in an account becoming overdrawn without prior agreement. If we refuse to accept such instructions, we may make a charge in accordance with our charges for banking Services leaflet.
- 6.46. Whilst an account is in an unauthorised overdraft position, we retain the right to charge interest at our prevailing standard debit rate. Such interest will be debited from your account on the last business day of March, June, September and December, as appropriate.

Recalled payments

- 6.47. If any electronic or other payment you have received is recalled, we reserve the right to debit your account, whether or not it goes overdrawn and even if we allowed you to make a payment from the account against these funds.
- 6.48. We reserve the right to return an unpaid direct debit, which, when presented, would cause the account to go overdrawn without prior arrangement. In such circumstances, an administration fee would be levied in accordance with our charges for banking services leaflet.

Statements

- 6.49. Statements detailing your account balance and recent account transaction history will be available to view and download at www.standardbank.com/international. We may provide statements by secure email if you are not registered for internet banking. We will provide paper statements for clients who are not registered for Internet Banking and where we also do not hold a valid email address. We may also provide paper statements on request, at our discretion. Paper statements may be subject to a charge. If the information you wish to access is not detailed in the statement nor available via our Internet Banking facility, please contact us. Statements in respect of transactions that occurred over 10 years prior to the date on which we receive your request are not available.
- 6.50. We will provide statements either monthly, quarterly or annually depending on the type of your account, with such frequency detailed in the Specific Terms and Conditions. Your statement will show all amounts debited or credited to your account since the previous statement.
- 6.51. Statements may include transactions that are still in the process of being cleared and so may be subject to change. We may also provide you with the available balance on your Account; this represents funds that you are able to draw.
- 6.52. Statements will include the following information relating to payments, where relevant:
 - 6.52.1. information identifying the transaction and, where you have made the payment, the payee or, where you are receiving the payment, the payer (other than for cheques paid into your account);
 - 6.52.2. the payment amount in the currency in which your account was debited or credited;
 - 6.52.3. where you are making the payment in a currency other than the currency of the account, any exchange rates used by us and the amount of the payment after applying the exchange rates;
 - 6.52.4. where you are receiving the payment in a currency other than the currency of the account, any exchange rates used by us and the amount of the payment before applying the exchange rates;
 - 6.52.



Commission sharing

- 10.2. We may share remuneration with another person (or persons) who has introduced business to us and in so doing has brought about an applicant relationship to us, which would not have taken place without the involvement of that person (or persons).
- 10.3. Information relating to the opening of the account may be shared with the person (or persons) who has introduced the business to us for the purposes of paying any commission or remuneration due to them.

Data protection and confidentiality

- 10.4. All information regarding your rights in relation to your personal information and our obligations under data protection legislation can be found on our privacy statement, available on our website at www.standardbank.com/international/privacy-statement or on request by writing to our data protection officer at the address located at the end of these terms.
- 10.5. If you are in any doubt about your tax or legal position due to your personal information being processed in countries other than where you live, you should get independent advice.
- 10.6. We shall not be liable to you for any loss or damage where we exercise our right or obligation to disclose or withhold information pursuant to lawful order or otherwise in accordance with the applicable regulations.

Exchange of Information for Tax Purposes

- 10.7. We (or members of our group) may be required by legislation or by agreement with tax authorities to report certain information about you and your relationship with us. Details regarding how we transfer and process this data can be found in our privacy statement.
- 10.8. If we are required to report information about your accounts, you agree that:
- 10.8.1. you will provide additional information or documents we need from you and that confidentiality rights under applicable data protection, or similar laws will not apply to information we report or obtain from you to comply with our obligations;
- 10.8.2. if you do not provide us with information or documents we need, we may be required by certain jurisdictions to: (1) apply a withholding tax to amounts, including interest, dividends and other income we pay to you; or (2) close your account; and
- 10.8.3. we will not be liable to you for any loss you may suffer as a result of our complying with legislation or agreements with tax authorities in accordance with this condition unless that loss is caused by our gross negligence, wilful default or fraud.

Liability

- 10.9. This Section sets out the extent of your liability to us and our liability to you.

Your liability

- 10.10. You are responsible for payment of any debt that arises on your account.
- 10.11. You will be liable for all losses you incur in respect of an unauthorised payment transaction where you have acted fraudulently, where you have failed, intentionally, or with gross negligence, to comply with any term of our agreement with you in relation to the issue or use of a card or security details, or failed to notify us immediately if you have any reason to suspect any unauthorised use of your account or that someone else may know your security details.
- 10.12. You will also be liable for any losses you incur in relation to unauthorised payments from your account arising from the use of a lost or stolen card or security details or where you have failed to keep your security details safe.
- 10.13. If you have not acted fraudulently, you will not be liable under paragraphs 10.11 and 10.12 for any losses arising from the unauthorised use of a card or security details after you have notified us of any related security issue as required under these terms.
- 10.14. You agree that in addition to any general lien or similar right to which we as a Bank may be entitled by law, we may, at any time and without prior notice to you, combine or consolidate all or any of the accounts in your name and set-off such sums or otherwise apply any such sums in or towards satisfaction of any liabilities owing to us by you whether such liabilities be present or future, liquidated or unliquidated, joint or several. If your accounts are in different currencies, we may convert any such account at a market rate of exchange for the purposes of such combination of accounts and/or the set-off.
- 10.15. You will indemnify us for all liabilities, costs, expenses, damages and losses suffered or incurred arising out of or in connection with any dispute in respect of the account.

Our liability

- 10.16. We will not be liable to you for any loss you incur in respect of a payment not authorised by you in accordance with these terms, or an incorrect payment unless you notify us without undue delay on becoming aware of such unauthorised or incorrect payment and in any event no later than 3 months after the date that your account was debited.
- 10.17. We will not be liable for failing to make a payment or making an incorrect payment where you provide incorrect or incomplete payment details.
- 10.18. We will not be liable for any loss you incur if we decline to act following a request for supplementary documentation and information in order to comply with our due diligence obligations as required under the applicable regulations, and such documentation and information is not forthcoming.
- 10.19. For direct debits in Sterling, refund rights under the UK Direct Debit Scheme (under UK Direct Debit Law) will apply.

Events outside our control

- 10.20. In the event of any failure, interruption or delay in performance of our obligations resulting from acts, events or circumstances not reasonably within our control, including but not limited to industrial disputes, acts or regulations of any governmental or supranational bodies or authorities, breakdown, failure or malfunction of any telecommunications or computer services, we shall not be liable or have any responsibility of any kind for any loss or damage incurred or suffered by you as a result.

Exclusion of statutory terms

- 10.21. To the extent permitted by law, you and the bank agree that no statutory terms (which shall include warranties, conditions or other contractual provisions) or rights, duties or liabilities imposed under the Supply of Goods and Services (Jersey) Law 2009 shall apply to these terms.

Standard Bank Jersey Limited

General Terms and Conditions for Personal Accounts



Standard Bank Jersey Limited

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All transactions to the account must be in line with current Exchange Control legislative requirements applicable to the country in which you are resident or working.

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