# General Platform Corporate Deposits Terms and Conditions

March 2025



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## General Platform Corporate Deposits Terms and Conditions

### Section A - General Terms and Conditions

You should have received and read the Summary Box which tells you important information about your Aldermore account.

These terms and conditions provide more detail about both of our rights and responsibilities, and along with the summary box they form our agreement with you. Please read them carefully, and if there's anything you don't understand then please contact us before you apply.

In this document, when we say "We/our/us" this means Aldermore Bank Plc.

### How these terms and conditions are structured

These terms and conditions have two sections:

Section A - This section applies to all Aldermore accounts

Section B - Additional terms that apply if you are a platform provider of deposit aggregator

You can ask us for paper copies of these terms and conditions and the product summary box at any time, by contacting us using any of the methods below. We also have Braille, large print and audio versions if you need those.

### 1. Contact between you and us

We'll only communicate with you in English, and we won't be able to communicate with you in any other language.

### How you can contact us

If you need to get in touch with us regarding your Aldermore account, you can do so by:

Phone	You can call us on <b>0207 330 3030</b> . We are open Monday- Friday and closed weekends and bank holidays. To see our opening hours, please go to <b>Contact Details for Savings Customers</b>
Email	corporatetreasury@aldermore.co.uk - We recommend that you don't include sensitive information if you send us an email.
Post	Aldermore Corporate Deposits, The Broadgate Tower, 20 Primrose St, London EC2A 2EW

### How we will contact you

If we need to get in touch with you, we'll use phone, post, email or text. We'll use secure messaging for confidential information as this is more secure than email.

We'll use the latest contact details that you've given us. **You must let us know when any of these details change** e.g. your name, address, email address, mobile phone number or nominated account details (all payments must be between your Aldermore Corporate account and a 'nominated account' chosen by you – this is explained on page 8.

### 2. Terms with a special meaning

- **2.1.** In these Terms and Conditions, words and expressions in the singular include (where relevant) the plural, and vice versa. The following meanings shall also apply:
  - "Account" means any Aldermore Corporate Deposits Account you hold with us;
  - "Account Opening Requirements" means the criteria you must satisfy before we are able to open your Account;
  - "Agreement" means these Terms and Conditions and the Product Literature;
  - "Application Form" means the application form we send you and which you complete in order to apply for an Account with us;
  - "Authorised Official" is a person who has signatory rights for the Account and is entitled to carry out financial transactions on the Account:
  - **"Authorised Third Party"** means a person who is authorised by a court order or by law to exercise your rights in respect of the Account. This may include an insolvency practitioner appointed in respect of you or your assets;
  - **"BACS"** means Bankers' Automated Clearing Services (and is a way of sending money from one bank to another);
  - **"Beneficial Owner"** is an ultimate direct or indirect owner (including a partial owner) of any business in whose name the Account is opened;
  - "Business Day" means Monday to Friday excluding UK Bank Holidays;
  - **"CHAPS"** means Clearing House Automated Payment System (and is a way of making high value, same-day payments between banks);
  - **"Corporate Customer"** means the holder of an Aldermore Corporate Deposits Account that meets the following conditions:
  - It is a UK registered company, LLP, , charity/non for profit organisation, institution or public sector entity; and, tax resident in the UK
  - or a Reporting Financial Institution (as defined for the purposes of the Common Reporting Standard) which is tax resident in the Isle of Man, Jersey, Guernsey, Gibraltar or the UK;
  - "Corporate Deposits Account" means an Account opened in accordance with, and that is subject to, these Terms and Conditions;
  - "Customer" means the person in whose name the Account is opened;
  - "Director" means a director of the business in whose name the Account is opened;
  - **"Faster Payments"** means the UK banking scheme that enables members and agents to make payments to an account at least by the end of the next Business Day;
  - "HMRC" means HM Revenue & Customs:
  - "Insolvency Event" means that you (including any partner if you are a partnership) (a) are dissolved, (b) become insolvent or unable to pay your debts or fail or admit in writing your inability to pay debts as they become due, or (c) are subject to any order or petition for bankruptcy, insolvency, administration or liquidation or have entered into any arrangement or composition with creditors;
  - **"Maximum Balance"** means a maximum permitted balance in your Account that may be specified in the Product Literature:
  - **"Minimum Balance"** means a minimum permitted balance in your Account that may be specified in the Product Literature:
  - "Nominated Account" means the UK bank or building society account from which payments to the Account, and to which payments from the Account, must be made. You need to give us details of the account which you would like to use as your Nominated Account, and it must be in the Customer's name. It must be denominated in the same currency as the Account to which it relates, and needs to accept Faster Payments and CHAPS. It must be held with an entity which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority;

- "Notice Period" means the notice period applicable to your Corporate Deposits Notice Account, as specified in the relevant product summary box;
- **"Platform Account"** means deposit funds held solely on behalf of clients ("Platform Investors"). Such Platform Accounts will be opened and held in the Platform Provider's name;
- **"Platform Provider"** means a Customer who has opened an Account into which, with our agreement, they exclusively deposit funds that they legally own but which are beneficially owned by third parties;
- "Product Literature" means the literature which we provide to you (including the application form, relevant product sheet, FSCS coverage sheet, marketing literature etc);
- **"Product Summary Box"** means the document summarising the key features of the Account that we provide to you during the application process;
- "**Term**" means the term of your Corporate Deposits Fixed Rate Account. You will choose what this is when you open your Account;
- "Terms and Conditions" means these Corporate Deposits Terms and Conditions;
- **"United Kingdom" or "UK"** refers to the countries of the United Kingdom only (England, Wales, Scotland and Northern Ireland);
- **"US Person"** means a US citizen, Green Card holder or resident, or a person who is treated as a US taxpayer for the purposes of their worldwide income. It includes a partnership, company or association which is created or organised in the US or under the laws of the US. It also includes an estate or domestic trust created or organised in the US.

### 3. Opening and holding your account

**3.1.** Our Accounts are available to Corporate Customers. We may also at our discretion allow other entities to hold an Account

### **Eligibility requirements**

You'll need to meet our eligibility requirements when you open, and for as long as you hold, an Aldermore Corporate Deposits account. If you hold an Aldermore Corporate Deposits account but stop meeting these requirements then you must let us know.

### If you are a registered corporate or entity, you must:

- be UK resident and tax resident in the UK: and
- not be a US citizen (this includes US residents, green card holders and people who are treated as US persons based on their worldwide income).

### Any individual you appoint as an authorised user for your account must:

- be an individual aged 18 years or over:
- be UK resident and tax resident in the UK; and
- not be a US citizen (this includes US residents, green card holders and people who are treated as US persons based on their worldwide income).

You must inform us immediately if you or any Director, Beneficial Owner or Authorised Official become tax resident outside the UK or become a US Person.

### **Opening your Account**

- **3.2.** It is important that you read and understand these Terms and Conditions and the Product Literature, before submitting your application, as these form the basis of your Agreement with us. If there is anything that you do not understand, then please discuss this with us before submitting your application.
- **3.3.** We may refuse to open an Account if, in our opinion, the Account Opening Requirements have not been completed to our satisfaction. We may also refuse to accept deposits without giving any reason. We will rarely do this and we would usually discuss this with you, but we are not required to enter into correspondence with you in these circumstances.

### 3.4. You represent and warrant to us that:

- **3.4.1.** you have full power and capacity to open your Account and to bind yourselves to these Terms and Conditions and have obtained all authorisations necessary to do so;
- **3.4.2.** (if you have opened your Account as a Corporate Customer and/or based upon information provided to us which has caused us to reasonably conclude that you are a Corporate Customer) you are either:
  - (a) a UK registered company; and
  - (b) tax resident in the UK; or
  - (c) a Reporting Financial Institution (as defined for the purposes of the Common Reporting Standard) tax resident in the Isle of Man, Jersey, Guernsey, Gibraltar or the UK;
- **3.4.3.** you (which for the avoidance of doubt includes any partners in a partnership of any kind) are not subject to any Insolvency Event;
- **3.4.4.** any monies deposited in an Account with us are not derived from or otherwise connected to any illegal activity;
- 3.4.5. you are not a US Person

These representations and warranties are made on application to open the Account and are repeated on each day the Account is open.

**3.5.** Before opening and while your Account is open you must promptly provide us with such information about you (or, as applicable, your business) as we reasonably require from time to time.

### Completing our checks and opening your account

Provided you meet our eligibility criteria, we'll open your account when we've received all of the information we need and we've completed our checks. If we need any more information from you we'll be in touch to let you know what we need. As soon as we've completed our checks we'll let you know you can pay money in

### 4. The account holder and authorised officials

- 4.1. We will only take instructions from an Authorised Official or an Authorised Third Party.
- 4.2. If you are a registered partnership:
  - **4.2.1.** If there is a dispute between the partners about the Account, we may require all partners to authorise transactions until all partners agree how the Account is to be run. In such circumstances therefore, no payments out of the Account will be made unless authorised by all partners;
  - **4.2.2.** If any partner dies or ceases to be a partner of the partnership, we may treat any continuing partners as having full power to carry on the partnership's business and to deal with its assets as if there had been no change in the partnership. This applies unless we receive written notice to the contrary from any of the continuing partners, or from the executors, legal personal representatives or trustees of any deceased partner;
  - **4.2.3.** The partners will notify us immediately (in such form as we reasonably require) of any changes in the partnership. The current partners will ensure that any incoming partners sign a confirmation of the existing authorities for us as we require.

### 5. Changes in ownership of a Company or changes to members of a partnership

**5.1.** If you are a company, you will notify us promptly of all material changes to the legal or beneficial ownership of the business . You will also provide us with any information regarding your ownership that we may reasonably request from time to time.

### 6. If you have multiple Authorised Officials

- **6.1.** Where there is more than one Authorised Official on the Account, we may act on the instructions given by any named account holder or any Authorised Official.
- **6.2.** Each named account holder, Authorised Third Party or Authorised Official is bound by the Terms and Conditions of the Account(s), and is fully responsible for all instructions given (even when given only by one of you).
- **6.3.** Where there are multiple Authorised Third Parties or Officials on an Account, if we receive notice of a dispute between them we will only accept further instructions which have been authorised by all account holders or Authorised Officials. We will not be responsible for any transactions made or instructions given by any of you before we received the notice.
- **6.4.** If we become aware of conflicting instructions from account holders or Authorised Third Parties or Officials, we may refuse to carry out and/or suspend any transactions or further instructions. If this happens we will not resume carrying out transactions or instructions until they have been clarified and confirmed by all account holders or Authorised Officials.

### 7. Following your instructions

**7.1.** The minimum and maximum amount you may typically deposit with us in respect of any particular Account is set out in the Product Literature. We may decide to vary these limits, depending on your individual circumstances and needs. Any variation will be entirely at our discretion.

### Circumstances in which we may not carry out your instructions

- **7.2.** We may refuse to carry out any instruction where, in our reasonable opinion, to do so would or might breach any applicable regulations, sanctions or relevant laws. In these circumstances we do not need to provide you with an explanation.
- **7.3.** We may ask you to provide information or documentation in some instances before we carry out your instructions, for example where you wish to change your Nominated Account. Where specific types of documentation are required by us we will inform you of this.



- **7.4.** We may suspend, withdraw or restrict your Account if we are ordered to by a relevant authority, regulatory body or court. We can also suspend, withdraw or restrict your account if we suspect that:
  - 7.4.1. you have failed to comply with these Terms and Conditions;
  - 7.4.2. you (and/or any partners) are subject to an Insolvency Event;
  - 7.4.3. you've acted fraudulently or negligently;
  - 7.4.4. someone else is trying to access your Account;
  - 7.4.5. someone else knows or is using your security details;
  - 7.4.6. our relationship has broken down because of your actions, e.g. you've threatened our staff; or
  - 7.4.7. there's a genuine dispute about the ownership or entitlement to the money in the Account.
- **7.5.** If we restrict your Account we will inform you in writing, explaining our reasons (unless for legal or security reasons we cannot do so).
- **7.6.** The actions we might take include:
  - 7.6.1. suspending, stopping or reducing a service or account;
  - 7.6.2. recalling or not making a payment;
  - **7.6.3.** not following, or asking for confirmation before following, a payment instruction;
  - 7.6.4. delaying or refusing to open or close your Account; or
  - 7.6.5. delaying or refusing withdrawals or payments to or from your Account or paying interest.
- 7.7. If we restrict your Account, we will resume normal operation of the Account as soon as we can once the relevant circumstances affecting the Account have been resolved to our satisfaction.
- **7.8.** We won't be liable to you if we don't act on your instructions:
  - 7.8.1. for any reason set out in these Terms and Conditions; or
  - 7.9. because of something we can't reasonably control e.g. our online service going down; or
  - 7.10. to comply with legal requirements.
  - **7.11.** We won't be liable for any loss or damage that comes from us acting on your instructions, unless we commit fraud or gross negligence. You acknowledge that instructions given by phone or email may not be secure.

### 8. Paying into your Account

- 8.1. All deposits must be in the currency specified in the Product Literature.
- **8.2.** We do not accept deposits by cash, banker's draft or cheque. You may make a deposit into your Account by BACS, CHAPS or Faster Payments, in each case only from your Nominated Account.
- **8.3.** When making deposits by BACS, CHAPS, or Faster Payments, you must provide your nominated UK bank or building society Account sort code and bank account number. For BACS and Faster Payments, your bank or building society may have a limit on how much you can transfer per transaction.
- **8.4.** You must not send funds to your Account before we have confirmed to you that the Account has been opened. If you do so, we will return the funds to your Nominated Account without interest.
- **8.5.** You will notify us promptly of changes to you nominated account.

### How to transfer money out of your Aldermore account

You can only transfer funds from your Aldermore account to your nominated account.

We'll usually transfer money out of an Aldermore Corporate Deposits account using Faster Payments. When the money becomes available in your nominated account will depend on when you give us the instruction.

### **CHAPS** payment

When we receive the instruction (transfers out) or funds (payments in)	When will it reach your nominated account or other Aldermore accounts?	When will it be available for withdrawals and transfers?
Up to 2 p.m. on a business day	Same business day	Same business day
After 2 p.m. on a business day or on a non-business day	Next business day	Next business day

### **Faster payment or BACS**

When we receive the instruction (transfers out) or funds (payments in)	When will it reach your nominated account or other Aldermore accounts?	When will it be available for withdrawals and transfers?	
Up to 7:30 p.m. on a business day	Same business day	Same business day if deposit or transfer made before 2 p.m. After 2 p.m., next business day	
After 7:30 p.m. on a business day or on a non-business day	Next business day	Next business day	

For these terms and conditions "business day" means Monday to Friday except on bank holidays.

### 9. If something goes wrong

### **Incorrect instructions**

- **9.1.** You are responsible for ensuring that you provide your bank and building society with correct Account information. If the correct information is not provided and we are not able to allocate the money to your Account as a result, we will return the money to you without interest. If this happens, we will not be liable to you for any losses you incur as a result.
- **9.2.** We won't refund a transaction if your instruction was incorrect (though we may assist you in attempting to recover the funds involved).
- **9.3.** We also won't refund a transaction if we can prove that the payment was received by the provider of the intended recipient account. We may withhold any refund and notify the relevant authorities if we have reasonable grounds to suspect fraudulent behaviour by you.
- **9.4.** If we later identify that you weren't entitled to a refund for any reason, we will take the refund from your Account and re-charge any fees and/or interest you owe us.

### **Unauthorised transactions**

- **9.5.** If a transaction on your Account wasn't authorised in line with these Terms and Conditions, or if we've incorrectly carried out an instruction you've given us, you must let us know as soon as you realise and no later than 13 months after the date of the transaction.
- **9.6.** This time limit won't apply if we haven't given you information about the transaction (or made it available). We will refund the amount of the transaction, and if applicable we will restore your Account as if the transaction hadn't occurred.

- 9.7. We will refund any charges or interest you incur because of a mistake on our part.
- 9.8. If unauthorised transactions occur after you've lost your security details (or they've been stolen):
  - **9.8.1.** if the loss or theft is a result of you, either knowingly or negligently not keeping your Account secure as required by these Terms and Conditions, you'll be responsible for all losses from unauthorised transactions that happen before you let us know about the loss or theft.
- **9.9.** Regardless of if or when you let us know, you'll be responsible for all losses you incur from unauthorised transactions if you've acted fraudulently.

### Errors with BACS, CHAPS and Faster Payments

**9.10.** If an error occurs when you make a deposit by BACS, CHAPS or Faster Payments that is not our fault, we may be able to help you or your bank or building society investigate. We will typically do this without charge, but it may sometimes be necessary to charge a fee. We will advise you of the charge and obtain your consent before we take any action.

### If we transfer money to you in error

**9.11.** If, in error, we allocate funds to your Account that are not yours, you must notify us and arrange to return them to us as soon as you realise. If we identify funds have been allocated to your Account in error, we can remove these funds without your consent and without notifying you.

### 10. Interest

- **10.1.** When you pay money into an Account by BACS, CHAPS or Faster Payments, you will earn interest from the day the money is credited into your Account until the day before you transfer it out, your account closes, or (for certain accounts) maturity
- 10.2. Details of our current interest rates are available by contacting us by email, post or telephone.
- 10.3. If the interest due to you is less than £1.00 BACS has a minimum payment limit of £1.00. If an interest payment due to you is less than £1.00, we won't pay it on the interest payment date. Instead, we'll pay it on the next interest payment date where the total interest payable has reached more than £1.00.

### Fees and charges

There are usually no fees or charges for our standard account services. We may charge you for any non-standard services. We'll let you know about these charges in advance. You'll be responsible for any costs that a third party (such as another bank) charges you concerning your use of your Aldermore account (for example for transfers to or from it).



### 11. Paying tax on the interest you earn

- 11.1. We'll pay you interest without deducting tax (unless we're legally required to do so). You might need to pay tax or charges which are not payable through or imposed by us.
- 11.2. You'll need to pay any tax you owe directly to HMRC.
- 11.3. The tax treatment of your account will depend on individual circumstances, and tax rules may change in the future.
- 11.4. From time to time, we may be required to report details of information relating to your Account to regulatory, taxation or other authorities. We may do this without giving you notice.

### 12. Changes we can make to your Account Terms and Conditions

### Changes to these terms

- 12.1. You cannot amend these Terms and Conditions.
- 12.2. We may amend the Terms and Conditions for your Account for any of these reasons:
  - **12.2.1.** to reflect, in a reasonable way, changes in the practice of other financial institutions which offer accounts to customers:
  - 12.2.2. to improve efficiency. This may include reducing costs, or the amendment may be to take account of changes in technology. It may also be to reflect changes that we reasonably make to the way we look after your Account, or the way we offer savings services and facilities to our customers generally. We will not make any changes for efficiency reasons which in our reasonable opinion, disadvantage you;
  - **12.2.3.** to respond reasonably to a change in the costs we incur in delivering our products and services to our customers where such costs are outside our control;
  - 12.2.4. so that we can meet the requirements of our regulators;



### **12.2.5.** to reflect:

- (a) any change in the law;
- (b) a decision by the Courts or an Ombudsman;
- (c) regulatory guidance; or
- (d) a change in the regulatory system(s) governing us
- 12.2.6. to make the Terms and Conditions easier to understand or to correct errors;
- **12.2.7.** if we take over or merge with another provider, or if we acquire another provider's accounts, to harmonise these Terms and Conditions with the terms and conditions of other accounts; or
- 12.2.8. if we need to make changes in order to maintain our financial stability.
- **12.3.** Any change we make under Condition 11.2 will be no greater than it needs to be to achieve its purpose.
- 12.4. You will be advised of any alterations to our Terms and Conditions in writing. We can make changes that are to your advantage at any time. For any other change, unless we need to make it in order to comply with applicable laws or regulations, we will give you at least 30 calendar days' notice. The notice will specify a period within which you can close or switch your account if you are not happy with the change. If we don't hear from you within that period, we will assume that you have accepted the change or changes and they will become effective.

### Changes to terms which relate to payment services

12.5. We will give you at least 60 calendar days' notice before making any change (whether it's to your advantage or disadvantage) to conditions that relate to payment services we provide to you. This includes including clauses 6-8 and clause 17. After this, unless you have informed us that you wish to close or switch your account, we will assume you have accepted the change or changes and they will become effective.

### 13. Transferring our rights

13.1. We can transfer all or any of our rights or obligations under these Terms and Conditions, and your Accounts, at any time and to any person. We may provide information about you and your Account(s) to any person to whom we might transfer our rights. If we transfer our rights, the person we transfer them to can exercise and enforce our rights only to the same extent as we could before the transfer. You will keep the same rights under these Terms and Conditions.

### 14. Closing Accounts

- 14.1. Circumstances in which we will give you notice and then close your account
- 14.2. We will close your Account and return the balance to you if any of the following happens: 14.2.1. you cease to be a;
  - (a) UK-registered company, LLP, charity/non for profit organisation, institution or public sector entity; and
  - (b) tax resident in the UK; or
  - (c) Reporting Financial Institution (as defined for the purposes of the Common Reporting Standard) tax resident in the Isle of Man, Jersey, Guernsey, Gibraltar or the UK;

**14.3.** In these circumstances we will not close your Account without giving you prior notice of at least two months (or, if longer, your Notice Period). This does not apply to Corporate Deposits Fixed Rate Accounts, which will close at the end of the term or may be closed by us only in accordance with product terms and conditions.

### Circumstances in which we may close your account immediately

- 14.4. We may close any Account immediately if we reasonably believe that:
  - **14.4.1.** our relationship has broken down because of your actions, e.g. you (or any user of your Account) have threatened our staff;
  - 14.4.2. you commit a serious or persistent breach of these Terms and Conditions;
  - 14.4.3. the matters you confirmed at clause 2.6 are in fact incorrect;
  - 14.4.4. you are not eligible for the Account;
  - 14.4.5. you've given us false or misleading information in applying for the Account;
  - 14.4.6. the Account is used illegally or fraudulently; or
  - 14.4.7. there are exceptional circumstances affecting our business that makes it commercially prudent to do so.
- **14.5.** If an Insolvency Event occurs in relation to you, then you agree that we may (without limiting our other rights):
  - **14.5.1.** decline to act on any instructions from you or any other person unless such person is an Authorised Third Party;
  - **14.5.2.** set up a separate Account or Accounts in your name to which any incoming payments may be credited.



### 15. Using your money

15.1. If you owe us any money from your dealings with another part of Aldermore Bank we may use money in an Aldermore account to pay off some or all of that debt. We'll tell you at least 14 calendar days before doing so unless we've reasonable grounds not to, in which case we'll tell you immediately afterwards. If you have a joint account, we won't use money deposited in it to repay or reduce debts that are only in one joint account holder's name.

### 16. How we use the information we hold about you

16.1. We will collect and process certain information about certain individuals such as Beneficial Owners and Authorised Officials (and references to 'you' include those individuals as well as the account holder). Details about the information we process, the purposes we process it for, data subject rights under data protection legislation and other important information, can be found in our Privacy Policy https://www.aldermore.co.uk/legal/privacy-policy.

### 17. Third parties

17.1. We don't have to recognise any third party's interest in the Account and we won't be liable for not doing so.

### 18. If we waive any breaches of these Terms

18.1. If we waive any specific breach of these Terms and Conditions, that won't be considered a waiver of any other breach.

### 19. Regulatory information

19.1. Aldermore Bank PLC is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register number: 204503). Registered Office: Apex Plaza, Forbury Road, Reading, RG1 1AX. Registered in England and Wales. Company No. 947662.

### 20. Pooled Client Accounts

20.1. If you hold client accounts you agree to provide upon request, information on the identity (including verification documents/data where the customer undertakes CDD per the ML Regulations) of the owners of the funds held in the pooled client accounts.

### 21. If you want to make a complaint

- 21.1. If you are not satisfied with the service you have received, or wish to make any other complaint, you should contact us:
  - 21.1.1. by post at the following address: Aldermore Corporate Deposits, 24th Floor, Broadgate Tower, 20 Primrose Street, London, EC2A 2EW;
  - 21.1.2. by telephone on: 0207 330 3030; or
  - 21.1.3. by email at the following email address: corporatetreasury@aldermore.co.uk
- 21.2. Your complaint will then be dealt with in accordance with our Complaints Handling Procedure. If we are unable to resolve the complaint to your satisfaction, you may be eligible to refer it to the Financial Ombudsman Service (www.financialombudsman.org.uk) which provides a free, independent complaint resolutions service. You can also obtain details of this from our website.

### 22. Using suppliers

**22.1.** We'll make sure that anyone we use to perform any of our functions or responsibilities under these terms and conditions is capable of carrying them out. We're still responsible to you for these functions and responsibilities.

### 23. Dormant Accounts

**23.1.** If there's been no activity and/or contact from you on your Account for more than three years, the account may become dormant. If someone wants to access money in a dormant Account, we will need to confirm their eligibility in line with our current practice. We will do this within a reasonable time.

### 24. Financial services compensation scheme

**24.1.** Your savings with us may be protected by the Financial Services Compensation Scheme ("FSCS") up to a maximum limit, which applies to all your savings with Aldermore combined.

**24.2.** The FSCS deposit guarantee scheme can pay compensation to certain types of depositor if a bank can't meet its financial obligations.

The scheme covers most depositors. If you have a joint account each of you can claim up to the limit

The Financial Services Compensation Scheme won't cover any deposits you send us before we complete the opening of your Account. For further information about the scheme (including the current limits, the amount covered and eligibility to claim) please refer to the FSCS website www. fscs.org.uk or call the FSCS on 0207 741 4100 or 0800 678 1100. Please note only compensation related queries should be directed to the FSCS.

### 25. Law and jurisdiction

**25.1.** These Terms and Conditions will be governed by and shall be construed in accordance with English law. The Courts of England and Wales will hear any claim, dispute or matter relating to this Agreement.



### Section B - Platform Provider Terms and Conditions

### 1. Corporate Deposits Account Platform Provider Terms

- 1.1. This Section B applies only to Accounts opened by Customers to whom we have confirmed in writing that we shall treat as Platform Providers in relation to such Accounts ("Platform Accounts").
- 1.2. Platform Accounts may be opened by Platform Providers with our prior written consent, into which they may deposit funds held solely on behalf of their clients ("Investors"). Such Platform Accounts will be opened and held in the Platform Provider's name.
- **1.3.** For the purposes of these Terms and Conditions (including this Section B), only the Platform Provider will be our Customer. We acknowledge that all funds standing to the credit of a Platform Account are intended to be held for the benefit of the Investors.
- 1.4. This Section B supplements and varies Section A to reflect considerations specific to Accounts that are Platform Accounts. In the event of any inconsistency between Sections A (or any other part of the Product Literature) and this Section B, this Section B shall take precedence. In the event of any inconsistency between these Terms and Conditions and any separate agreement or letter between us in relation to the operation of such Platform Accounts (a "Platform Agreement"), the Platform Agreement shall take precedence.

### 2. Eligible Investors

- 2.1. We may from time to time specify to you in writing certain criteria relating to the types of Investors whose funds may be deposited into a Platform Account (each an "Eligible Investor").
- **2.2.** In making a deposit to a Platform Account you represent that the funds to be deposited are beneficially owned by an Eligible Investor (or Eligible Investors acting jointly). You must not attempt to deposit funds in a Platform Account beneficially owned by someone who is not an Eligible Investor.
- **2.3.** If you are aware that an Investor whose funds are held in a Platform Account is not (or you are aware of circumstances that mean they will or may cease to be) an Eligible Investor, you must notify us immediately. In such circumstances we will be entitled to remove from the Platform Account such amount of funds as are held in it for that Investor's benefit and return them to you.
- **2.4.** We reserve the right to refuse to accept a deposit into a Platform Account if we reasonably suspect that the funds are held on behalf of someone who is not an Eligible Investor. We are not required to enter into correspondence with you in these circumstances.

### 3. Anti-Money Laundering and due diligence

- **3.1.** You are responsible for carrying out customer due diligence on Investors in accordance with (as amended or updated) the terms of any Platform Agreement and the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 including relevant guidelines issued by the JMLSG (together, the "MLRs"). We may also from time to time specify additional customer due diligence (or other anti-money laundering) procedures that you must follow in respect of Investors. In making and maintaining deposits within Platform Accounts you represent and warrant to us that you are complying with such measures, and we may suspend or close a Platform Account if you do not agree to or fail to implement and apply such measures.
- **3.2.** Immediately on request you must permit us to review and audit the records, policies and procedures that you maintain for the purposes of complying with the MLRs and your obligations set out above. You will retain copies of all documents and data relating these obligations for the periods required by the MLRs.

### 4. Rights and obligations in respect of Platform Accounts

- **4.1.** You are our sole Customer in relation to a Platform Account. This means that you must comply with any obligation or condition imposed on a Customer by Sections A B as regards the opening, operation or maintenance of an Account.
- **4.2.** Our rights, obligations and discretions to you as Customer in respect of a Platform Account are as set out in Sections A B. We have no contractual relationship with Investors and owe them no obligation under any provision of these Terms and Conditions.

### 5. Instructions on a Platform Account

- **5.1.** We will only accept instructions in relation to a Platform Account from such persons as agreed in any Platform Agreement or separately by us in writing. You must, in accordance with the terms of the Platform Agreement or such other written agreement, notify us if you wish to add or remove individuals from the list of persons entitled to provide us with instructions in relation to a Platform Account.
- **5.2.** We shall be entitled to act on any instruction given in relation to a Platform Account in accordance with the above and shall have no liability to you or any other person (including any Investor) in relation to any transaction on a Platform Account made in accordance with such instructions.

### 6. Maximum and minimum deposits or balances

- **6.1.** We may, at our discretion, from time to time specify a maximum or minimum amount that may be deposited (or otherwise held) in an individual Platform Account for the benefit of an individual Investor (or Investors acting jointly).
- **6.2.** Where you make a deposit into, or withdrawal from, a Platform Account you represent that it will not result in the funds held for the benefit of any Investor (or more than one Investor jointly) in the Platform Account exceeding any such maximum or reducing beneath such minimum amount.

### 7. FSCS record keeping

7.1. You are solely responsible at all times for maintaining the records in respect of each Investor and the funds that they beneficially own that are held in a Platform Account. Such information may be requested by the FSCS in order to process any claim for compensation in the event that we cannot meet our financial obligations.

### 8. Consumer Duty

**8.1.** As distributors, platforms have consumer duty obligations, and it is your sole responsibility at all times to maintain records regarding each Investor and the funds they beneficially own within a Platform Account. We may request periodic information to facilitate regulatory reporting obligations as product manufacturers

### 9. Fixed Rate Platform Accounts

- 9.1. Where a Platform Account is a Corporate Deposits Fixed Rate Account:
  - 9.1.1. We will agree with you the Term applicable to each deposit made into it when it is opened;
  - **9.1.2.** On the expiry of the Term applicable to an individual deposit, we will return from the Platform Account the deposit (with interest) to your Nominated Account;
  - **9.1.3.** The Platform Account will remain open and accept further deposits from you on the same terms (unless and until it is otherwise closed in accordance with these Terms and Conditions).

### 10. Notice Platform Accounts

**10.1.** Where a Platform Account is a Corporate Deposits Notice Account, we will agree with you the Notice Period applicable to it when it is opened.



Aldermore Bank PLC is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. (Financial Services Register number: 204503). Registered Office: Apex Plaza, Forbury Road, Reading, RG1 1AX. Registered in England. Company No. 947662.

Aldermore Savings' documentation is available in Braille, large print and audio versions.

Contact us on 0207 330 3030 Visit us at aldermore.co.uk

