

## Special Terms and Conditions for Business Customer Agreement & Special Terms and Conditions for Business Current Account

*[Please note that these Special Terms and Conditions apply in addition to the General Terms and Conditions for Business. In the event of a conflict between these Special Terms and Conditions and the General Terms and Conditions for Business, the General Terms and Conditions for Business will prevail]*

### Special Terms and Conditions for Business Customer Agreement

#### 1. Definitions

Defined terms used in these Special Terms and Conditions shall have the meanings given to them in the General Terms and Conditions for Business, unless otherwise defined herein.

In these Special Terms and Conditions the following terms bear the following meanings:

**Agreement** means:-

- (i) the Customer Agreement in place between You and the Bank, and
- (ii) the Terms and Conditions , and
- (iii) these Special Terms and Conditions and
- (iv) all other Special Terms and Conditions and other documentation relating to the services and products comprising the Package which Danske has agreed to provide to you and which are set out in your Customer Agreement;

**Customer Agreement** means the Business Customer Agreement entered into between you and the Bank and which particularise the services and products which Danske has agreed to provide to you as the Package

**Mandate** means any of the sections headed "Mandate" in the Customer Agreement and any other documentation that may be completed by you in order

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to give a person access to an account, product or benefit forming part of the Package.

**SEPA Mandate** is the specific form of Mandate required to be used in order to effect Direct Debits in SEPA.

#### 1. Termination

- 1.1 You may terminate this Agreement at any time by giving us written notice in accordance with Clause 5 of these Special Terms and Conditions. We may terminate this Agreement at any time by giving you at least one month's written notice in accordance with Clause 5 of these Special Terms and Conditions save where we are required by law, regulation or regulatory requirement to provide you with a longer notice period, in which case we shall give you such longer notice period
- 1.2 We may also subject to our obligations under all applicable laws, regulations and regulatory requirements terminate this Agreement immediately where there is a justifiable, financial or legal reason to do so, for example, if: (a) you act, or are suspected of acting fraudulently or with negligence; (b) you act in an abusive or threatening manner towards our staff; (c) we suspect that there is a threat to the security of our systems; or (d) you become bankrupt, make or propose a voluntary arrangement with any of your creditors, or if you are a company you go into liquidation, examinership or administration or have a receiver

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appointed over all or any of your assets or are unable to pay your debts within the meaning of Section 214 of the Companies Act 1963 (as amended or re-enacted from time to time).

- 1.3 The termination of the Agreement by any means will (subject to the Terms and Conditions) cause the termination of the products and benefits which are part of the Package. This will not require the early repayment of any fixed term loan or closure of any deposit account provided always that you are in continued compliance with any terms and conditions applicable thereto.
- 1.4 Where the Package includes joint accounts, any cancellation or termination by the other accountholder[s] of their Customer Agreement with us will cause the termination of this Agreement.
- 1.5 Any termination of this Agreement by whatever means is without prejudice to liabilities accrued prior to such termination.

#### 2. Fees and Charges

- 2.1 You agree to pay the fees and charges applicable to the products and benefits selected by you from time to time as set out in the Bank's "Clear and Simple: Business Fees and Charges Explained" brochure which is available at any [alternative to branch should have been inserted here] or business centre.
- 2.2 You also agree to pay any fees and charges from time to time charged by the provider of a benefit in

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accordance with the terms and conditions applicable to that benefit.

2.3 The fees and charges will be debited to an account notified by you in writing or, in the absence of such notification, an account selected by us.

2.4 If the Package and/or products and benefits selected by you are provided to you by us at a discounted rate as a result of other arrangements between you and/or a third party with us, we reserve our right to levy the standard fees and charges applicable to the Package in accordance with Clause 2.1 above and/or products and benefits upon termination of such other arrangements by whatever means.

### 3. Variation

3.1 We may at any time, for any reason set in Clause 3.3 below:

- a) add to, remove or change the number of and/or nature of products and benefits which we offer to holders of a Package;
- b) introduce a fee or charge applicable to a Package and/or products and benefits selected by you from time to time and/or vary the amount, frequency or time for payment of such fees or charges;
- c) add to, remove, change or impose restrictions on the products and benefits available to holders of a Package;
- d) make any change to the Terms and Conditions; or
- e) make any change to a Mandate.

3.2 We will always give you at least one month's notice (or such longer notice period as we may be required by law, regulation or regulatory requirement to provide you) before making any change described in Clause 3.1. If the change is to your detriment we will give you the notice in writing. Otherwise we may notify you in writing or by advertisement in the national press and also by putting a message on our Website or by e-mail. If you continue to use the Bank's services after

receiving notification of any of the changes set out in Clause 3.1, it will mean that you have agreed to the change.

3.3 The changes referred to in Clause 3.1 above will be made for one of the Variation Reasons.

### 4. Assignment and Sub-contracting

4.1 You may not assign, sub-licence, transfer or otherwise dispose of any of your rights or sub-contract, transfer or otherwise dispose of any of your obligations under this Agreement without our prior written consent. We may sub-contract our rights or obligations under this Agreement to our sub-contractors and any sub-contracting shall not affect our responsibilities and liabilities under this Agreement.

4.2 We may, subject to prior notification to you, assign, transfer or otherwise dispose of all or any of our rights or obligations under this Agreement.

### 5. Notices

5.1 Notices and other communications in connection with this Agreement should be given in writing unless otherwise specified in this Agreement; or we otherwise determine. Such notices and other communications can be given to us in writing by post to the address stated at the head of this Agreement.

5.2 A notice given by you to us is deemed to be received on the date of actual receipt by us and is deemed to take effect from 5pm on the Business Day following the date of actual receipt.

### 6. General

6.1 If any provision of this Agreement is held to be unenforceable, it will not affect the validity and enforceability of the remaining provisions and will be replaced by an enforceable provision that comes closest to the intention underlying the unenforceable provisions.

6.2 Failure or delay by either party in enforcing any term of this Agreement shall not constitute a waiver of such term.

6.3 You acknowledge and accept that a Package may from time to time provide an opportunity for you to apply for certain other of our products and that we, at our discretion and as advertised from time to time, may provide benefits in relation to such other products. If you want to apply for any of such other products you will have to make a separate application and any such application will be subject to status.

6.4 Where there are two or more of you, your legal liability under this Agreement will be joint and several. This means that each of you is liable together and also individually for your obligations to us.

**Special Terms and Conditions for Business Current Accounts**

**1. Operation of the Account**

- 1.1 Any terms and conditions which are implied by law in a banking customer relationship will apply unless otherwise varied by the Terms and Conditions.
- 1.2 Accounts can be opened by business customers including sole traders, partnerships, clubs, associations, registered charities, churches, societies and limited companies who are running a designated business (i.e. non-personal) account. We may take up references, request information and supporting documentation to verify the identity and permanent address of an applicant for an Account and the persons authorised to operate the Account. You must provide us with such information and documentation as we may request.
- 1.3 We may close the Account by giving you two month's written notice or such other notice as we may be permitted by law, regulation or regulatory requirement to give you. If we have reason to believe that you or someone else is using the Account illegally (including fraudulently) or that you are not complying with these Terms and Conditions or the Terms and Conditions applicable to a specific service available on the Account, then we can close the Account immediately subject to all applicable laws, regulations and regulatory requirements. We will inform you as soon as possible and in accordance with our obligations under applicable laws, regulations and regulatory requirements if we close the Account under this condition. If we close the Account, then you should be aware that any money you owe us will be deducted from your Account including interest and charges.
- 1.4 You may close your Account at any time. The closure will take effect on receipt by us of all unused cheques and all bank cards, when any outstanding cheques are presented and any other outstanding transactions are completed, and when any sums owing to us on your Account are repaid.
- 1.5 If you are a company and you receive notice of intention to strike off the name of your company from the Register of Companies, you must inform us immediately and take all necessary steps to prevent the strike off. If your company has been struck off you must inform us immediately.
- 1.6 Where there is more than one Accountholder, then each Accountholder is liable to us both jointly and severally for the full debit balance at any time on the Account. This means that all such persons are liable together and also individually for their obligations to us.
- 1.7 By opening your Account you acknowledge that you are doing so in the course of your trade, business or profession and that you are not acting as a consumer within the meaning of, and are not entitled to the protections afforded by, the relevant laws, regulations and regulatory requirements governing the provision of consumer credit, including (but not limited to) the European Communities (Unfair Terms in Consumer Contracts) Regulations 1995 or the European Communities (Distance Marketing of Consumer Financial Services) Regulations 2004 (as amended), the Consumer Credit Act 1995 (as amended)[but excluding the Central Bank of Ireland's Consumer Protection Code as amended, supplemented, clarified or replaced from time to time].
- 1.8 If you are a partnership, the Agreement shall remain effective notwithstanding any change in the composition of the partnership, whether by death, retirement, addition or otherwise. Notwithstanding any change in the composition of the partnership we shall be entitled to act on instructions from and account to the partners for the time being as if there had been no such change. unless a satisfactory replacement mandate has been provided.

**2. Payments to your Account**

- 2.1 Credit Transfers or Standing Orders paid into your Account, and, where we have separately agreed that the Account is one into which Direct Debit payments may be made, Direct Debit Collections, will, where the transaction is in Euro and originates from an account within SEPA, be subject to the relevant SEPA Scheme(s) which we have agreed to provide on the Account..
- 2.2 Full details of the each SEPA Scheme which we have agreed to apply to the Account are contained in the Customer Agreement, the relevant Terms and Conditions, Special Terms and Conditions, including these Special Terms and Conditions, and any other applicable agreement relating to the provision of such services which has been provided to you comprising your Customer Agreement.
- 2.3 Details of SEPA Schemes as are in place and which may be amended from time to time, and the Special Terms and Conditions which apply to those SEPA Schemes are available on our website [www.danskebank.ie](http://www.danskebank.ie).
- 2.4 You can also lodge cheques in any currency and cash (Euro only) to an Account through Post

Offices in accordance with the process prescribed by us at the time, details of which are available on our Website. If you pay cash into your Account through a Post Office in Ireland it will be credited to your Account on the date of lodgement. For full details on Cash Lodgements and Withdrawals, please refer to Clause 3 in General Terms and Conditions for Business.

- 2.5 If you have entered on the lodgement slip the incorrect total of the items being paid into your Account, we will correct the error and credit the revised amount to your Account. We will advise you of the change.
- 2.6 You agree that we may deduct our charges from the amounts being credited to you before we credit those amounts to the Account in question. If we do so, your statement will contain information which indicates the full amount of the payment and the amount of the charges.

### 3. Payments from your Account

- 3.1 Where we have agreed to provide those services on the Account, you may make payments from your Account by Direct Debit, Credit Transfer or by Standing Order. A Payment Order must be in the form required by us and the relevant Scheme Rules and may be given by you online, electronically or you may contact the Bank by telephone and provide instructions relating to a Payment Order.
- 3.2 Where the Payment Order relates to a Direct Debit, Credit Transfer or Standing Order in Euro to an account in SEPA then that payment will be made in accordance with the relevant SEPA Scheme.. Payment Orders must be in the form required by us and by the relevant SEPA Scheme.
- 3.3 We may at our discretion agree to effect Credit Transfers / Standing Orders to which SEPA does not apply and such transactions will be subject to separate agreement. Details of the rules and

charges for such services are available on request

- 3.4 Payments will only be made where they are authorised by you as agreed between us and are in the manner required by the relevant SEPA Scheme and / or any associated Special Terms and Conditions and where we have received the required Payment Order, Collection instruction, or otherwise and where there are sufficient available funds in your Account or the payments are covered by an agreed overdraft facility. In the case of a Direct Debit the applicable SEPA terms and conditions will specify how authorisation for payment must be provided including where relevant the form of SEPA Mandate. In the case of a Credit Transfer or Standing Order, your Payment Order to us to set up the payment shall be your authorisation of payment.

- 3.5 You may cancel a Standing Order authority or stop an individual Credit Transfer or block a Direct Debit payment from your Account through Direct Banking or by notifying us in writing to Danske Bank, C&BS, 1 Airton Close, Dublin 24, such notice to be provided at least the day before the payment date of the Standing Order or Credit Transfer or Direct Debit as provided for in the relevant SEPA Scheme.

- 3.6 Where you wish to amend or to cancel a Direct Debit Collection from the Account you must contact the relevant Creditor and provide us with notice of that amendment or cancellation as required by the relevant Scheme Rules.

- 3.7 We may at our discretion decide not to pay a Credit Transfer, Standing Order or Direct Debit if it would cause your Account to become overdrawn without our agreement. We shall notify you of a decision not to pay in these circumstances as soon as possible by such reasonable means we may select or as may have been agreed with you

- 3.8 If for any other reason we cannot execute payment or where we propose to refuse to execute any payment authorised by you, we will notify you of this refusal and the reasons for such refusal, where permitted by law as soon as possible by such reasonable means we may select or as may have been agreed with you.
- 3.9 If you draw cheques, authorise or make payments without sufficient money available in your Account, taking account of any overdraft limit and allowing for uncleared cheques, we may return the payments and make a charge for doing so.
- 3.9 If you authorise a payment from your Account but provide an incorrect Unique Identifier to us, we will make reasonable efforts to recover the funds involved however, you agree that we may charge you for this.

### 4. Overdrafts

- 4.1 The Account should be operated in credit, or within an agreed credit facility, if applicable.
- 4.2 Borrowing can be arranged by overdraft on your Account. The limit and interest rate, and any security required by us, will be a matter for discussion and arrangement with your Account Manager. Arrangement or renewal fees may be charged for establishing or renewing an overdraft facility, and details of these charges will be provided at the time the facility is discussed.
- 4.3 Any overdraft agreed will be confirmed by facility letter detailing the terms of the arrangement, e.g. the limit, interest rate, fee, security, expiry/review date.
- 4.4 If your Account is overdrawn with our prior agreement, interest will be calculated on the overdraft up to the agreed limit at the rate agreed with us as detailed in the facility letter.

- 4.5 If your Account is overdrawn without first obtaining our agreement, or an agreed overdraft limit is exceeded, interest on the unauthorised overdraft will be calculated at our default rate or at the rate previously advised to you in the facility letter for unauthorised borrowing. Our default rate may vary and is on display in our website. Charges may also be payable.
- 4.6 Unless we have agreed other terms with you in writing, we reserve the right to require immediate repayment at any time of all sums owing to us on your Account and/or to withdraw or reduce at any time any agreed overdraft facility. This is in accordance with normal banking practice
- 4.7 You have the right to repay the overdraft at any time without penalty.
- 4.8 We will not increase your overdraft limit unless we have first discussed the position with you and we consider it appropriate to do so.
- 4.9 If your Account is in joint names with other parties you are jointly and severally liable with the other parties for any sum owing to us on the Account. This means that you and other parties are liable together and also individually for these sums.
- 4.10 In the case of the death of one party to an overdrawn Account, the survivor(s) will be jointly and severally responsible for the debt. This means that you and the other parties are liable together and also individually for these sums. The estate of the deceased person will also have liability.
- 4.11 If we decide to make payments from the Account when there are insufficient funds available, then any overdraft created is classed as unauthorised. This is also the case when you exceed any agreed overdraft limit. If we make such a payment from the Account, it does not imply that we will do this again on any future occasion and any such payments do not imply an agreed overdraft arrangement with you.

## 5. Charges and Interest

- 5.1 Charges applicable to the Account are published in the "Clear & Simple: Business Fees & Charges Explained" brochure. Charges for services outside those set out in the "Clear and Simple: Business Fees and Charges Explained" brochure will be advised at the time the service is offered.
- 5.2 If we increase a charge for basic account services we will give you at least one month's written notice (save where we are required by applicable law, regulation or regulatory requirement to give you a longer notice period, in which case we will give you the longer notice period). These charges will also be published in the national press.
- 5.3 Where a transaction involves an exchange from one currency to another, the currency exchange rate used will be that applicable at the time of processing. Our Foreign Currency Rates of Exchange are displayed on our Website ([www.danskebank.ie](http://www.danskebank.ie)). The fees for such transactions are set out in our International Products & Services leaflet which is also available on our website..
- 5.4 There may be other taxes and costs which are not paid through us or imposed by us; e.g. you may have liability to a higher tax rate, subject to your individual circumstances.
- 5.5 The rates of interest payable on Accounts may be varied by us from time to time without prior notice. Changes in interest rates will be published by notices on our website and advertisements in the national press. Information about current interest rates may be obtained on our website.
- 5.6 Interest is calculated daily and applied to your Account on such dates as we determine from time to time, either as interest charged on the debit cleared balance or, for a Current Account Charity or a Solicitors Reserve Clients Account only, as interest payable on the credit balance.

- 5.7 Credit interest, if applicable, will be paid net of DIRT (Deposit Interest Retention Tax) unless you have provided us with the necessary declaration or tax reference number (as appropriate).
- 5.8 Where appropriate, details of fees and debit interest incurred on your Account during the previous charging period will be issued to you before the fees and interest are deducted from your Account.

## 6. General

- 6.1 Any services or benefits we have given to you as an Accountholder which do not form part of this Agreement may be withdrawn at any time without notice.
- 6.2 You must inform us of any change of name, address, phone number or email address (if this is how we communicate with you) as soon as reasonably practicable by contacting us on 1850 812 022 and following up with written notice to us. Until you do so all correspondence will be sent to the last address you gave us.
- 6.3 Where applicable the use of any card issued in connection with the Account is subject to its terms and conditions of use.
- 6.4 We may vary banking hours, the day of opening, banking practices and similar matters by giving you at least one month's notice by writing to you or by general notice on our website or in the national press.
- 6.5 If we do not insist on any of our rights under the Agreement, we can still insist on that right later.
- 6.6 Each provision in this Agreement can be separated from each other provision. If at any time any provision in this Agreement is invalid, illegal, or unenforceable, this will not affect any of its other provisions.

- 6.7 By agreeing to these Terms and Conditions you are confirming to us that the money in your Account is and will remain yours at all times. We may ask you to confirm in writing that the money in your Account belongs to you and will remain so.
- 6.8 Without our prior written consent you may not assign your Account or any balance in your Account and we will not accept any notice of assignment of the balance in the Account. You may not assign your rights under the Agreement.
- 6.9 We may at any time assign all or part of the rights under the Agreement (which include our right to payment of any sums due to us by you) and may disclose to any potential assignees such information regarding you and your affairs as we may see fit. Your rights under this Agreement (or any part of it) and your legal rights will not be affected.
- 6.10 In addition to any other right of set off we may have, we may set off any credit balance on your Account (whether or not matured) against any obligation (whether or not matured) incurred by you to us, regardless of the place of payment or currency thereof.

#### 7. Direct Banking

Our Direct Banking services include eBanking, Mobile and Tablet Banking and Customer Support. These services allow you to access your account(s) by using the internet, a smartphone, a tablet or by telephone at a time that suits you best. It is an easy, quick and inexpensive way to carry out transactions on your account(s). You can permit someone else to carry out transactions on your account if required. Before you can use these services you have to agree with us that you will authorise Direct Banking transactions by Access ID. Access ID is your gateway to Direct Banking and provides security so no one else can access your information. Direct Banking services are subject to periods of routine maintenance.

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#### 8. Altering the Agreement

We may vary, amend or add to these Terms and Conditions. We will always give you notice as we may be required by applicable law, regulation or regulatory requirement to give you before making the change. If the change is clearly to your disadvantage, we will tell you about it personally in writing. We will give you notice of such changes by written individual advice, by notices on our website or national press or by some other reasonable written means which we may select.

#### 9. Solicitors Reserve Client's Account

If your Account is a Solicitors Reserve Client's Account the following terms and conditions apply in addition to the above Terms and Conditions: (i) the Account can only be opened by a practising solicitor for the purpose of receiving and holding clients' monies; (ii) in accordance with the requirements of the Solicitors Account Regulations the Account will include the words "clients account" in its title; (iii) at all times you must, as regards the maintenance and operation of your Account, comply with the requirements of the Solicitors Accounts Regulations as in force from time to time; (iv) no standing orders or Direct Debits are permitted on the Account; (v) in accordance with the Solicitors Account Regulations you may only make payments from your Account by cheque or electronic transfer; (vi) your Account must be maintained in credit at all times; (vii) no overdraft facility is permitted; (viii) the right of set off referred to in Clause 6.10 of these Special Terms and Conditions will not apply to your Account.

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