

ADIB (UK) Limited Payment Terms & Conditions

1. Terms and Conditions

- 1.1 Any reference to "you" or "your" in these Terms and Conditions means the applicant named overleaf on the application form. If you are instructing us to make payment in respect of an account that is in joint names, we are entitled to reply upon any such instruction as being the instruction of, and bidding upon, all account holders.
- 1.2 Any reference to "we", "us", "our" or the "Bank" in these terms and conditions (the "Payment Terms") means ADIB (UK) Limited as the provider of payment services.
- 1.3 We agree to act on your instruction to process the payment as detailed overleaf subject to, and in accordance with, these Payment Terms. These Payment Terms regulate the payment of telegraphic transfers on your account and are referred to in, and are in addition to the terms and conditions which apply to the operation of your account. In the event of any conflict or ambiguity in respect to the payments detailed overleaf, these Payment Terms shall prevail.
- 1.4 These are our standard Payment Terms upon which we intend to rely. For your own benefit and protection, you should read these Payment Terms carefully before completing and signing the application form. If you do not understand anything contained in these Payment Terms, please ask us for further information.

2. Your Responsibilities

- 2.1 You must exercise all reasonable care in issuing instructions to the Bank and you agree to abide by these Payment Terms at all times. Handwritten applications (other than completion of the printed form in manuscript) will not be accepted.
- 2.2 It is your responsibility to clearly, correctly and fully complete the application form and provide us with any supporting documentation and/or information we may require. Failure to do so may result in the non-application, or delayed implementation of instructions, for which the Bank will not be liable. It may also result in the return of the application form for correction. Furthermore, you acknowledge that we are under no obligation to check whether the unique identities (i.e. beneficiary IBAN, sort code, SWIFT code, BIC, etc.) or other information provided by you in the application form are correct and, we accept no liability whatsoever for any losses incurred by you or any third party as a result of your failure to complete the application form correctly. If a payment instruction does go to the wrong account we will use reasonable efforts to recover the payment for you. We may charge you our reasonable costs for this service. If we are unable to recover the funds, you can request from us all the relevant information in relation to the transaction so that you may claim repayment of the funds directly. We will provide this information upon the receipt of a written request from you unless we are legally prevented from doing so.
- 2.3 Your application must be signed in accordance with the Mandate/Indemnity held by the Bank.
- 2.4 Cleared funds must be available on the account to meet all proposed fees, costs and transfers of funds.

3. Our Responsibilities

- 3.1 We will carry out such checks as we believe necessary and/or appropriate to confirm your identity, the identity of any beneficiary and otherwise to comply with our legal and regulatory obligations.
- 3.2 The Bank is not responsible for non-payment, delay in application of payment or misapplication of payment instructions arising from circumstances outside its control, including but not limited to:
- Your failure to fully and accurately complete the application form;
 - Technical failure, interruption or breakdown in routing payments (including on ADIB (UK) Limited or ADIB Group systems, overseas banking systems, intermediary systems and those of intermediary banks and/or receiving banks);
 - Riots, wars, acts of terrorism, civil disturbances, strikes, industrial dispute, acts or omissions of government (whether local or international), explosions, fires, earthquakes, storms, floods or other natural catastrophes; and
 - Errors, omissions or delays on the part of any intermediary banks and/or the receiving banks.
- 3.3 If a payment has been delayed because of our error, we can, at your request, ask the receiving bank to ensure that the payment is credited to the payee's account as if it was made on time.

4. Transactions

- 4.1 Cut-off times will vary depending on the service options and currencies selected by you in accordance with the times set out below:

United States Dollars / Euro	2pm
Pounds Sterling (Chaps/Faster Payment Service)	3pm
Pounds Sterling (BACS)	3:30pm

We will confirm the relevant cut-off times when you ask us to make the payment. Where we receive your instruction:

- Before the cut-off time or any business day, we will treat your instruction as being received by us on the **same** business day;
- After the cut-off time on any business day, we will treat your instruction as being received by us on the **next** business day;

- Out of normal working hours, we will treat your instruction as being received by us on the **next** business day.

*For the purposes of these Terms and Conditions, a **'business day'** means any day from Monday to Friday (excluding public or bank holidays in England) when we are open for business as required for the execution of a payment transaction. *

- 4.2 We will process all payments so that the beneficiary bank will be credited on the same day for transactions made through Chaps or Faster Payment Service and 3 Business Days for transactions made through BACS. The above referenced processing times apply to the same currency payments within EEA and are the maximum permitted processing times. However, we will always try to process payments quicker wherever possible. Payments involving a currency conversion or to countries outside EEA will be subject to longer processing times and so we urge you to discuss your specific payment requirements with us before completing the application form.
- 4.3 Whilst we cannot guarantee that any request subsequently received from you to cancel a payment before it leaves your account can be complied with, we may in certain circumstances agree to cancel and refund the amount of a payment net of any costs and/or expenses at the current rate of exchange (if applicable). Please speak to our branch staff or your relationship manager for further information.
- 4.4 Once we have received your instruction to make a payment, you will not be able to cancel it after the payment has left your account.
- 4.5 We may refuse to act on your payment instructions where:
- Your instructions are unclear, incomplete or are not in the required form (e.g. they do not contain the beneficiary IBAN, sort code, SWIFT code, BIC, account number, etc. or any other information that we need to process the transaction); or
 - Your instructions are not authorized in accordance with the Mandate/Indemnity held by the Bank; or
 - We suspect fraudulent or other unlawful activity on the account; or
 - To do so would put us in breach of a legal or regulatory requirement which applies to us.
 - To do so would be prohibited by Shari'a as determined by our Fatwa and Shari'a Supervisory Board.

If we refuse to process an instruction for any reason, we will on request tell you why we refused the transaction unless we are prohibited from telling you by any applicable law.

- 4.6 We will show details of the payment transaction (once executed) on your account statement in the manner and frequency as specified in your account terms and conditions. You should always check your statement to make sure the transaction has been executed properly. If your statement has an entry which seems to be wrong, you should tell us about it without undue delay and, in any event, no later than 13 months (or such shorter timeframe as may be indicated in your account terms and conditions) after the transaction date so we may investigate it for you. In the event of any incorrectly executed transaction resulting from the acts or omissions of the Bank, we will refund the amount of such incorrectly executed transaction. Where any transaction is effected by the Bank in accordance with a unique identifier (e.g. sort code, account number, BIC or IBAN) supplied by you and the unique identifier supplied is incorrect, we shall have no liability to you in respect of such transaction. We will however make all reasonable efforts to recover the funds but we may charge you in respect of any reasonable costs incurred by us in recovering the funds on your behalf.
- 4.7 If there is a dispute in relation to any payment transaction processed by us under, or in connection with, your instructions, the account terms and conditions shall apply. However, we reserve the right to automatically debit from your account the amount of any refunds (if any) paid to you where, upon further investigation, it is subsequently established that you are not entitled to a refund.
- 4.8 In the case of any dispute between you and the Bank regarding a transaction, the books and records kept by, or on the behalf of, the Bank (whether kept on paper, microfilm, by electronic recording or otherwise) shall, in the absence of manifest error, constitute sufficient evidence of any facts or events relied on by the Bank in connection with any matter of dealing relating to the transaction.

5. Charges

- 5.1 Charging options are to be selected by you on the application form. If a charging option is not selected, the 'EEA' option will automatically applied:
- **EEA Payments***- for payments transactions within EEA, you must pay our charge(s) and the beneficiary must pay the charge(s) levied by its bank.
 - **Non EEA Payments - Beneficiary**- Beneficiary pays our charges(s) and the charge(s) levied by its bank.
 - **Non EEA Payments - Sender**- You pay your charge(s) and the charge(s) of the beneficiary's bank.

- 5.2 Details of our applicable charges for each type of payment transaction are set out below:

• EU Reg Payments (EEA)	£30
• BACS	Free
• CHAPS payments	£30
• Foreign payments	£30
• Faster Payment Service (Up to 50,000)	£20

If the details of the bank that the payment is going to are quoted incorrectly and/or require amendment we will charge you an additional £10.

These charges are in addition to any fees which are set out in our schedule of charges. The applicable wording relating to EU Reg Payments is as follows:

**When you make a same currency payment from the UK to another country within the EEA, you as the sender will not be permitted to take all the charges related to the payment (sender bank and beneficiary bank charges). For these payments, both you and the beneficiary must pay the charges levied by your respective banks. This rule applies to all payments in the EU/EEA currencies which do not involve a currency conversion.*

- 5.3 For further information on our charges when dealing with foreign banks, please refer to the current Schedule of Charges brochure which is available in the branch.
- 5.4 You should be aware that some foreign banks have no upper limit on payment charges and it typically takes up to 4 weeks for these charges to be claimed and passed on to you where the charging option "Sender" is selected. However, in certain cases this can take considerably longer (i.e. up to three months), in addition, some foreign banks may deduct a charge from the beneficiary even when you have chosen to pay all charges.
- 5.5 When a payment is returned by the beneficiary bank, you should note that the amount returned may differ from the original transaction amount because of charges deducted by the bank and/or differences in the prevailing exchange rate when returning the payment. Beneficiary bank charges are outside our control. Any charges taken by the beneficiary bank at the time the initial payment was processed will not be refunded to you in the event that the payment is returned. If you wish to re-execute the payment transaction, our standard charge(s) will be applied.

6. Disclosure of information

- 6.1 By signing the application form, you agree that the Bank may, in accordance with applicable laws and regulations, hold and process the information and personal data about you contained in the application form and may disclose the same to the beneficiary, the beneficiary bank and any other parties involved directly or indirectly in the transmission of the payment for the purposes of processing the transaction, even where such parties are based in countries outside EEA which may not have similar levels of data protection.
- 6.2 In addition, the Bank may effect domestic or international credit transfer payments on your behalf via the Belgium-based Society for Worldwide Interbank Financial Telecommunications (SWIFT). SWIFT has operating centres in both Europe and the US where the transaction data is stored temporarily. Where you instruct the Bank to execute a payment or carry out other payment services requiring SWIFT messaging, you acknowledge that you are giving implicit consent for your personal data to be disclosed to countries outside EEA for the purposes of processing the transaction which countries may not have similar levels of data protection.

7. General

- 7.1 These Payment Terms are governed by the Laws of England.
- 7.2 Any dispute arising in respect of these Payment Terms or any instructions given incorporating the Payment Terms or as to whether such instructions were given or these Payment Terms were so incorporated, shall be subject to the exclusive jurisdiction of the English courts.
- 7.3 If any part of these Payment Terms is found to be invalid, unlawful or unenforceable for any reason, that part will be separated from the remainder, which will continue to apply.
- 7.4 If we do not enforce, or delay in enforcing, some or all of our rights under these Payment Terms, this will not prevent us from enforcing such right at a later date. The fact that we allow you extra time to comply with your obligations does not mean that we cannot insist on strict application of our rights at a later date.
- 7.5 The Contracts (Rights of Third Parties) Act 1999 shall not apply to these Payment Terms which means that no third party shall be entitled to benefit from, or enforce, any of its provisions.
- 7.6 You are not permitted to make any amendment, variation or modification to these Payment Terms without our prior written approval. Us processing a transaction on your instructions does not constitute approval.
- 7.7 You should note that any calls to our office front desk or to your relationship manager may be recorded to monitor and improve the quality of the service.