

# **BARCLAYS WEALTH INTERMEDIARIES**

Barclays Private Clients International Limited

Service Account

Terms and Conditions

Each agreement you have with us (Barclays Private Clients International Limited) for the Barclays Wealth Intermediaries Account and any other Wealth Intermediaries current accounts you open with us, is made up of these Additional Terms, the Barclays Wealth Terms and Conditions (the "Barclays Wealth Terms") and the other documents and information referred to in the Barclays Wealth Terms.

This includes agreements you have with us in each jurisdiction where we operate and for accounts in all currencies, unless we tell you otherwise when you open the account.

The Additional Terms supplement and vary the Barclays Wealth Terms and will apply if (and to the extent that) there is a conflict between them. Terms defined in the Barclays Wealth Terms have the same meaning in these Additional Terms unless we have specifically given them, or the context otherwise requires them to have, a different meaning in these Additional Terms.

**Please separate these Additional Terms from the booklet and retain them for future reference.**

**Section D of the Barclays Wealth Terms relating to Investment services does not apply to the services contemplated by this Agreement.**

## Additional Terms

### 1. Borrowing from us

- 1.1 Individuals and sole traders are personally responsible for any money owed to us.
- 1.2 Joint account holders/partners are individually and jointly liable for money owed to us, unless we have agreed otherwise in writing. We have the right to demand repayment from all or any of the account holders or partners for all or part of such money.
- 1.3 Unless otherwise agreed between us, individuals authorised to give instructions on accounts of unincorporated clubs, charities, societies and other forms of association are individually and jointly liable for money owed to us. This means that we have the right to demand repayment of the full amount owed to us, and not just a share of it, from all or any of the authorised signatories.
- 1.4 The signatories to a limited company's or a limited liability partnership's or a limited liability company's or trust's account are not normally personally liable for money owed to us, unless they have entered into a separate agreement with us.
- 1.5 Under the laws of certain countries (including the UK), interest payments by you in respect of borrowings from us (and sometimes other payments by you) may be subject to withholding tax, ie an obligation to deduct tax. This may, for example, depend on your country of residence, and/or on the source of the funds from which you make the payment, and/or on the location of any assets on which the loan is secured. In any case where withholding tax applies, we require the amount you pay us to be 'grossed up'. This means that your total payment must be increased so that, after you have deducted the withholding tax, we will receive the amount we would have received in the absence of a deduction. (For instance, if the interest payment due is £100 but withholding tax of 20 per cent applies, you must pay a total of £125 from which you should deduct withholding tax of £25. We therefore receive £100 after deduction of tax.) You are responsible for the payment of any withholding tax to the applicable tax authorities.

### 2. Forward Exchange Contracts

- 2.1 Unless otherwise agreed between us any forward exchange contract you enter into with us will be for commercial purposes and, if we ask you to do so, you will transfer to us funds, and/or provide approved securities to meet the margin we think we need to cover exchange rate fluctuations.

### 3. Cancellation Rights

- 3.1 You have a right to cancel this Agreement or close any account you subsequently open under it within 14 days from the later of:
  - (a) the date of this Agreement or the account being opened; and
  - (b) the date on which the Barclays Wealth Terms and these Additional Terms were received by you.
- 3.2 Cancelling the Agreement or closing the account will relieve you of all duties and obligations arising from the Agreement, or account. You will not incur any cancellation fee, charge or penalty except for any shortfall (where we carry out transactions on your behalf during the cancellation period you will bear the applicable market risk).
- 3.3 If you wish to cancel the Agreement or close the account, you must send a notice in writing to your usual Barclays Wealth contact (you may not use email or other electronic communications, unless we have agreed otherwise).
- 3.4 If you do not exercise the right to cancel, the Agreement will remain in effect until otherwise terminated in accordance with its terms.
- 3.5 If you decide to cancel the Agreement or close the account, termination will be subject to the termination provisions of the Barclays Wealth Terms.

### 4. Complaints/Dispute Resolution

- 4.1 If you have a complaint, your Relationship Manager will usually be best placed to receive your complaint and work with you to resolve it. If your complaint is not resolved to your satisfaction, you should inform your Relationship Manager and they will escalate your complaint accordingly.

- 4.2 If you have a dispute or difference with us, you should use our internal dispute resolution procedures first. If the dispute or difference cannot be resolved in that way, either of us may refer the matter to mediation in accordance with the Centre for Dispute Resolution (CEDR) model mediation procedure which forms part of this Agreement.

#### **Financial Services Ombudsman Scheme (Accounts in the Isle of Man only)**

- 4.3 If we are unable to resolve your complaint in a timely or satisfactory manner, and if you are an eligible complainant with an account in the Isle of Man, you may be able to refer your complaint to the Financial Services Ombudsman Scheme, Government Buildings, Lord Street, Douglas, Isle of Man, IM1 1LE (Tel: +44(0) 1624 686500). The Financial Services Ombudsman Scheme is an organisation established under Schedule 4 of the Financial Services Act 2008 (of Tynwald) to give consumers a free and independent service for resolving disputes with financial firms. Details of those who are eligible complainants can be obtained from the Financial Services Ombudsman Scheme or your usual contact at Barclays Wealth.

#### **Depositors' Compensation Scheme ("DCS") (Accounts in the Isle of Man only)**

- 4.4 The DCS compensates people who have money in current and deposit accounts in the Isle of Man with up to £50,000 of net deposits (ie loans may be netted off against any deposits you have with the same deposit taker) per individual depositor or £20,000 for most other categories of depositor. Cover is calculated per depositor, per deposit taker, if this bank fails. This means that a maximum of £50,000 compensation is payable per individual and a maximum of £20,000 for companies, trusts etc.

#### **Bank Depositors Compensation Scheme ("BDCS") (Accounts in Jersey only)**

- 4.5 The BDCS is due to be set up towards the end of 2009 to compensate eligible depositors who have a deposit held by a Jersey registered bank in an account in Jersey. The maximum amount of compensation that an eligible depositor may be paid is £50,000 per eligible depositor, per Jersey banking group irrespective of whether the eligible depositor is resident in Jersey. Please ask your usual Barclays Wealth contact for details of when the scheme comes into force.

#### **Banking Deposit Compensation Scheme ("BDCS") (Accounts in Guernsey only)**

- 4.6 The BDCS compensates depositors who have a qualifying deposit with a Guernsey licensed bank in an account in Guernsey. The maximum amount of compensation that an eligible depositor may be paid is £50,000 per eligible depositor, per Guernsey banking group irrespective of whether the eligible depositor is resident in Guernsey, subject to a maximum aggregate limit in respect of the BDCS of £100 million in any 5 year period.

This item can be provided in Braille, large print or audio by calling 0800 400 100\* (via TextDirect if appropriate). If outside the UK please call: +44(0)1624 684 444\*\*.

\*Lines are open 8am to 8pm UK time Monday to Friday and 9am to 5pm UK time Saturday and UK bank holidays.

Calls to 0800 numbers are free if made from a UK landline.

\*\*Lines are open 8am to 6pm UK time Monday to Friday excluding UK bank holidays.

Call costs may vary – please check with your telecoms provider. Calls may be recorded so that we can monitor the quality of our service and for security purposes.

Barclays Wealth is the wealth management division of Barclays and operates through Barclays Bank PLC and its subsidiaries.

Barclays Private Clients International Limited, part of Barclays Wealth. Registered in the Isle of Man. Registered Number. 5619. Registered Office: Barclays House, Victoria Street, Douglas, Isle of Man, IM99 1AJ.

Barclays Private Clients International Limited is licensed by the Isle of Man Financial Supervision Commission for taking deposits and carrying on investment business.

Barclays Private Clients International Limited is regulated by the Jersey Financial Services Commission.

Barclays Private Clients International Limited is licensed under the Banking Supervision (Bailiwick of Guernsey) Law 1994, as amended, and the Protection of Investors (Bailiwick of Guernsey) Law 1987, as amended.

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