Griffin Bank Limited — General Terms and Conditions

Date: 10 January 2024 · Version – 1.0

These Terms and Conditions (including any schedules attached to it, the Service Terms and any documents incorporated by reference in these Terms and Conditions) form a legal agreement between you and us in respect of the Services. Please read through the terms carefully. By clicking on the "Accept" button below you agree to these terms which will bind you and, where applicable, your Authorised Users.

You acknowledge that you are purchasing these Services directly from our business partner Telleroo ("**Short name**") (the "**Underlying Agreement**") but we will be directly responsible for delivery of the Services in consideration of your entering into such Underlying Agreement and subject to the terms of this Agreement. We do not charge you for the Services.

You should save a copy of these Terms and Conditions for future reference.

A table of Telleroo and our roles are set out below for reference only. The table below does not form part of this Agreement between you and us, and will be subject to further changes in accordance with our contract between us and Telleroo. You acknowledge that you are not a party to such contract and shall not have any right to enforce the terms of such contract.

SERVICE	WHO PROVIDES THIS SERVICE
Providing you with access to Telleroo	Telleroo
Providing you with an easy access savings account for your funds	Griffin
Access to easy access savings account	Telleroo

1. ABOUT US

1.1 Griffin Bank Limited (referred to in this document as "**Griffin**", "**we**", "**us**", and "**our**") is a bank incorporated in England and Wales with company number 10842931 and whose registered office is at 9th Floor 107 Cheapside, London EC2V 6DN.

1.2 We accept deposits, and offer other banking, financial and technology services to our customers. For these services we are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

1.3 Our Financial Services Register number is 970920. To find out more about us, please visit the Financial Services Register at https://register.fca.org.uk or call the FCA on 0300 500 8082.

1.4 We are registered with the Information Commissioner's Office under Registration number: ZA663369.

1.5 Our VAT number is: GB 366 0575 83.

2. WAYS TO CONTACT US

2.1 You can contact us in the following ways:

- 2.1.1 Email: customers@griffin.com
- 2.1.2 Support: support@griffin.com

2.2 Our Business Day is a day when banks in London are open for business, other than a Saturday, Sunday or public holiday in England. Our business hours are the period from 9.00 am to 5.30 pm UK time on any Business Day.

2.3 We may monitor and record any correspondence to check we have carried out your instructions correctly, to handle complaints, to help improve our service and to help prevent fraud or other crime.

2.4 We will only correspond and communicate with you in English. We will only accept communications and instructions from you in English.

2.5 Please refer to our Support Service Schedule for information on how we and our business partner provide support services to you.

3. CONTACTING YOU

3.1 We may contact you or your Authorised Users by using any of the contact details you have given us verbally or otherwise in writing (including through our internet banking service, email, instant messaging or other digital communication). We may want to contact you or an Authorised User to tell you something about the Services or how you are running your Accounts. If you do not want us to contact you by email, text message or through our internet banking service, please let us know in writing. We will try to contact you in the way you prefer, but there may be times when we need to contact you by email, text message or through our internet banking service.

3.2 An email, text or communication through our internet banking service is deemed to be received by you two (2) hours after the time we sent it (as recorded on the device from which we sent the email or text or issued the communication through our internet banking service). If the time of deemed receipt of any email, text or communication through our internet banking service is outside Business Hours, then it is deemed to have been received at the commencement of Business Hours on the next Business Day.

3.3 We will not be responsible to you if we act or fail to act on any incorrect or out-of-date information provided by you including incorrect contact details .

4. THE FINANCIAL SERVICES COMPENSATION SCHEME

4.1 Deposits held with us are covered by the Financial Services Compensation Scheme ("**FSCS**") dependent on you being eligible. Information on eligibility is available on our website.

4.2 For more information about the compensation provided by the FSCS, please see the FSCS website at www.FSCS.org.uk.

5. USING OUR SERVICES

5.1 When using our Services, you shall:

5.1.1 comply with the terms of this Agreement at all times;

5.1.2 only use the Services for lawful purposes and must not use the Services in any way that breaches any applicable local, national or international law or regulation (including applicable Data Protection Laws) or in any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.

6. DATA PRIVACY AND YOUR PERSONAL INFORMATION

6.1 We are committed to protecting the personal information we hold about you and the people connected to your business. Our Privacy Policy describes how we collect, use and safeguard personal information when we act as a controller, with whom we may share it, and for what reason. Our Privacy Policy can be accessed at https://griffin.com/privacy.

6.2 Where you are a business user, you and we act as independent controllers and Schedule 1 (Data Sharing Schedule) shall apply.

6.3 The expressions “controller”, “processor”, “data subject”, “personal data”, “personal data breach” and “processing” shall have the definitions given to them in the Data Protection Laws.

7. WHEN WE CAN SUSPEND OR END THIS AGREEMENT

7.1 We may suspend, withdraw, restrict, close or delay the use of Accounts or the provision of Services (in part or in whole) or end this Agreement (in part or in whole) with immediate effect if:

7.1.1 if you are no longer entitled to use the Account or receive the Services under the Underlying Agreement ;

7.1.2 if an exit plan has been initiated under our contract with Telleroo

7.1.3 we have reasonable grounds to suspect unauthorised, fraudulent or suspicious activity on, or involving your Account;

7.1.4 we suspect that a mistaken payment has been made to or from your Account or we have received an unclear, erroneous or incomplete instruction in respect of your Account;

7.1.5 if we or our regulators have not received the information we need to meet our regulatory and legal requirements;

7.1.6 we, in our absolute discretion, consider it appropriate for your protection;

7.1.7 we, acting reasonably, believe you have significantly or persistently breached the terms of this Agreement (or we reasonably believe that you would, if we did not suspend, withdraw, restrict, or delay the use of your Accounts or Services);

7.1.8 you are not eligible (or are no longer eligible) for an Account, service, or facility;

7.1.9 you fail to remain within our risk appetite;

7.1.10 there are not enough funds in your Account to cover a requested transaction;

7.1.11 we have been provided with false or misleading information, or have not received the information requested for the purpose of the Agreement;

7.1.12 we suspect that you are, or may be, engaged in fraud, money laundering or terrorist financing activities (economic crime);

7.1.13 we suspect your Account may be involved with illicit activity, including but not limited to, fraud, money laundering (including tax evasion) or terrorist financing activities;

7.1.14 there is any dispute over your entitlement to any funds in your Account;

7.1.15 you have broken or are breaking the Law or we reasonably suspect you are or may break the Law, you are being investigated by any court, government, Regulatory Authority or you fail to meet any checks required by Law;

7.1.16 we are required to do so by Law, or any court, government or Regulatory Authority;

7.1.17 you are aggressive to our staff;

7.2 We may end this Agreement, close an Account or stop providing a Service or other facility, at any time by giving you 90 days' notice. We may provide you with information as to the reasons why we are closing an account or ceasing to provide Services, though there are circumstances where we are not able to do so.

7.3 When this Agreement ends, if we are holding deposits on your behalf, we will need to transfer them to another banking provider. If you do not provide us with alternative account details when requested, you agree that we may transfer your deposit into a segregated trust account used solely for holding customer funds. Once transferred, the trustee of that account will be responsible for administering and returning your funds to you. This process will not affect your entitlement to receive the full amount of your funds.

8. RESTRICTIONS ON CLAIMING LOSS

8.1 Nothing in this Agreement excludes or limits our liability for death or personal injury resulting from our negligence; for fraud or fraudulent misrepresentation on our part; or for any other liability that cannot by law be limited or excluded. However, we will only be liable for losses incurred as a result of fraudulent activity:

8.1.1 if it has resulted from a fraudulent act or omission on our part; or

8.1.2 if we are required by applicable Law to reimburse that fraudulent payment.

If you are a consumer user, the following provisions will apply:

8.2 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal data, we are not legally responsible for:

8.2.1 losses that:

8.2.1.1 were not foreseeable to us and you when the agreement between us was formed; or

8.2.1.2 that were not caused by any breach on our part;

8.2.2 business losses; and

8.2.3 losses to non-consumers.

8.3 Subject to clauses 8.1 and 8.2, we will not be liable to you whether in contract, tort, misrepresentation, restitution, under statute or otherwise, howsoever caused including by negligence and/or arising from a breach of this Agreement for more than £250 per event or per a series of connected events, up to a maximum amount of £1,000 in any consecutive period of twelve months. We may however decide in our sole discretion and based on the facts of any incident or issue to pay out a sum in excess of either of these amounts if we consider it reasonable to do so in the circumstances.

If you are a business user, the following provisions will apply:

8.4 We shall not in any circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement for:

8.4.1 loss of profit, opportunity, goodwill, or anticipated business;

8.4.2 damage to reputation;

8.4.3 loss where you or your Authorised Users have acted fraudulently or with gross negligence, or where you have given us incorrect or insufficient information;

8.4.4 loss that we could not reasonably have foreseen; and/or

8.4.5 consequential, special, incidental, exemplary, punitive, speculative or indirect loss.

8.5 Subject to clauses 8.1 and 8.4, we will not be liable to you whether in contract, tort, misrepresentation, restitution, under statute or otherwise, howsoever caused including by negligence and/or arising from a breach of this Agreement for more than £250 per event or per a series of connected events, up to a maximum amount of £1,000 in any consecutive period of twelve months. We may however decide in our sole discretion and based on the facts of any incident or issue to pay out a sum in excess of either of these amounts if we consider it reasonable to do so in the circumstances.

9. WHAT WE ARE NOT RESPONSIBLE FOR

9.1 We shall have no liability for any failure to provide, or any delay in providing, or suspending the Services in accordance with the terms of this Agreement to the extent that such failure, delay or suspension results from:

- 9.1.1 your failure to comply with your obligations under this Agreement, or to provide us with information or updates as reasonably required or requested by us;
- 9.1.2 you or your Authorised Users providing us with incorrect payment instructions; or
- 9.1.3 a pending investigation into any specific payment instruction or activity on the Account. For example, we may refuse to accept payment into an Account if such payment is subject to an investigation or there is any suspicion that the payment is fraudulent or in breach of applicable Laws.

9.2 You cannot recover any losses, costs, expenses or liabilities from us if we are unable to perform our obligations under this Agreement because that failure was reasonably beyond our control, including strikes, natural disasters, war, terrorism, unrest, or loss or malfunction of utilities or telecommunications.

10. AUDIT AND MONITORING

10.1 You acknowledge that we have the right to track and monitor your use of the Services.

10.2 If you are a business user, you shall allow us or our authorised representatives or agents to have access to your systems and records at reasonable times to conduct necessary audit to verify your compliance with this Agreement.

11. CHANGING THIS AGREEMENT

11.1 We will tell you about any changes to the terms of this Agreement, by giving you at least two months' notice unless such changes are required to comply with or take account of changes to the Law. Note this clause does not apply to changes to the Services and rates.

11.2 If you are not happy with any changes that we plan to make, you can end this Agreement at any time within that two month notice period free of charge. If you do not end this Agreement before the proposed changes take effect, we will consider that you have agreed to the changes.

12. TRANSFERRING RIGHTS AND RESPONSIBILITIES

12.1 We may transfer all or any of our rights or responsibilities under this Agreement, but only to someone who we consider will treat you fairly and who is capable of performing our responsibilities under this Agreement. You acknowledge that we may subcontract the performance of our obligations in respect of any part of the Services from time to time.

12.2 You may not transfer any of your rights or responsibilities under this Agreement without our prior written consent.

13. HOW TO MAKE A COMPLAINT

13.1 If we do not provide the standard of service you expect, or we make a mistake, please let us know. The easiest way to raise your complaint with us is to email customers@griffin.com.

13.2 If you have a complaint, we aim to respond as quickly as possible, and within 3 Business Days after the day that your complaint was received. If our investigation into your complaint is going to take longer than this, we will write to let you know. In relation to complaints regarding payment services, we aim to resolve your complaint within 15 Business Days after the day that your complaint was received. In exceptional circumstances where we are unable to resolve your complaint within the 15 Business Days we will aim to resolve this within 35 Business Days after the day that your complaint was received. We will aim to have all complaints that are not related to payment services resolved within eight weeks from the date that your complaint was received. Please refer to https://griffin.com/complaints for more details on our complaints procedure.

13.3 If you don't accept our final response, or we are unable to provide a response within the above timeframes, you may be able, subject to eligibility, to refer your complaint about bank accounts, payments, and other banking services to the Financial Ombudsman

Service (FOS). We encourage you to first escalate your complaint to our Chief Operating Officer. They will independently review your complaint and how it was handled. Then, if appropriate, they will work to find a better resolution. This does not affect your right to refer your complaint to the FOS.

13.4 You have up to 6 months following the date of our final response to make a referral to the FOS. You can contact the FOS through their website:https://www.financial-ombudsman.org.uk/. This may not apply to you if you are a Large Business Customer.

14. MISCELLANEOUS

14.1 Nothing in this Agreement establishes any partnership, joint venture, agency or employment relationship between us and you.

14.2 Only you and we (and our successors or assignors) may enforce the terms of this Agreement.

14.3 If any provision or part of this Agreement is or becomes invalid, illegal or unenforceable, it shall be considered modified to the minimum extent necessary to make it valid, legal and enforceable.

14.4 We will not provide you with any tax, legal or investment advice with respect to any Account, service or facility. Please seek your own independent advice in relation to these matters.

14.5 All terms continue to apply after this Agreement has ended except those requiring performance only during the duration of the Agreement.

14.6 This Agreement constitutes the entire agreement between us and you. Each party acknowledges that it has not entered into this Agreement in reliance on, and shall have no remedies in respect of, any representation, condition or warranty that is not expressly set out in this Agreement.

15. GOVERNING LAW

15.1 This Agreement and any dispute arising out of or in connection with it (including non-contractual disputes) shall be governed by and construed in accordance with the law of England and Wales.

15.2 If you are a consumer and want to take court proceedings, the relevant courts of the jurisdiction in which you live will have non-exclusive jurisdiction in relation to this Agreement. If you are a business user and want take court proceedings, only the courts of England and Wales shall settle disputes arising out of or in connection with this Agreement.

16. SPECIAL TERMS USED THROUGHOUT THIS DOCUMENT

16.1 In this Agreement, we use certain terms that have a specific meaning. These are:

"Agreement"	means these terms and conditions including the Schedules, the Service Terms and any documents incorporated by reference in these terms and conditions and the schedules;
"Account"	refers to any accounts that you hold with us. If you hold more than one account with us, when we refer to 'Account' we are referring to all your accounts with us;
"Authorised Users"	means, if you are a business user, any of your personnel who is duly authorised by you to access, use and give instruction in respect of your Account and the Services on your behalf under this Agreement;
"Data Protection Laws"	all privacy and data protection laws applicable in the United Kingdom from time to time including the UK GDPR; the Data Protection Act 2018; the Privacy and Electronic Communications Regulations 2003; and any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;
"FCA"	means the Financial Conduct Authority, and its successors;
"Large Business Customer"	means a business customer which on the date of opening the Account is not a Small Business Customer;
"Laws"	any laws, regulations, regulatory constraints, industry codes, guidelines, scheme requirements, or policies (including the FCA Handbook and PRA Rulebook), obligations, rules including common law and law of equity, and any binding court order, judgement or decree. It also includes any applicable guidance, direction, policy, rule or order that is given by a Regulatory

	Authority in the United Kingdom or any other relevant jurisdiction, which is applicable to this Agreement, interpreted (where relevant) in accordance with any guidance or similar document published by any Regulatory Authority;
“Platform”	means the website or mobile app through which you can access your Accounts and our Services;
“PRA”	means the Prudential Regulation Authority, and its successors;
“Regulatory Authority”	means any regulatory, quasi-regulatory or administrative body or other governmental authority that is charged with monitoring, regulating and/or overseeing the business practices of us or you and/or the creation, enforcement or supervision of, making or compliance with Laws, the Payment Systems Regulator, the Bank of England, HM Treasury, the Information Commissioner, the UK FCA and the PRA, HM Revenue and Customs (HMRC);
“Security Credentials”	means any PIN, security number, access code, password, question, or other security detail or procedure, that you use to access your Account or the services provided under this Agreement;
“Services”	means each of the services to which you have subscribed;
“Service Terms”	means any service specific terms applicable to the relevant Services;
“Small Business Customer”	means, as defined under the PSR, a business customer which on the date of opening the Account had fewer than 10 employees; and an annual turnover and/or balance sheet total (either individually or as a group, if it is part of a group) of £2 million or less, or if part of a group;

“UK GDPR”	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.
“You” or “your”	means a business user or a consumer user who has accepted these Terms and Conditions.

Schedule 1 - Data Sharing Schedule

1. Interpretation

1.1 In this Data Sharing Schedule the following terms have the following meaning:

“Disclosing Party”	means each of us to the extent we disclose or otherwise make accessible any Shared Personal Data to the other;
“Permitted Purpose”	means for the purpose of us providing and you receiving the Services as defined in Paragraph 2.1;
“Receiving Party”	means each of us to the extent we receive or access any Shared Personal Data disclosed or made available by the other; and
“Shared Personal Data”	means personal data received by one of us from the other, or otherwise made available by one of us to the other for the Permitted Purpose, as set out at Annex 1 to this Data Sharing Schedule.

2. Scope of this Schedule

2.1 This Data Sharing Schedule allocates certain rights and responsibilities between us when you are a business user and we are each acting as independent controllers. However, nothing in this Data Sharing Schedule shall limit or exclude either of our responsibilities or liabilities under Data Protection Laws. This Data Sharing Schedule does not apply where you are a consumer.

2.2 Annex 1 to this Data Sharing Schedule describes the personal data categories and data subject types which we may share between us under this Agreement.

3. General obligations

3.1 Each of us shall comply with Data Protection Laws in connection with the processing of Shared Personal Data.

3.2 Unless otherwise required under applicable Laws or in connection with any investigation into a potential security incident or potential fraudulent activity, each of us, to the extent it acts as Receiving Party, undertakes to the relevant Disclosing Party that it shall only process the Shared Personal Data for the Permitted Purpose.

3.3 We each agree that in respect of Shared Personal Data, the relevant Disclosing Party shall ensure that:

3.3.1 it collects, processes and transfers the Shared Personal Data in accordance with the Data Protection Laws;

3.3.2 the Shared Personal Data is accurate and up-to-date when disclosed or made accessible to the Receiving Party; and

3.3.3 it is entitled to transfer the Shared Personal Data to the Receiving Party for the Permitted Purpose in accordance with the terms of this Agreement.

3.4 Upon written request, we each agree to use commercially reasonable endeavours to assist the other to comply with any obligations under Data Protection Laws.

3.5 We shall make our Privacy Policy available at https://griffin.com/privacy. You shall ensure that all relevant data subjects, including Authorised Users, customers and beneficiaries are provided with our Privacy Policy.

3.6 Without prejudice to any other obligation, if either of us becomes aware that any of the Shared Personal Data is inaccurate or out of date, it shall promptly notify the other.

4. Technical and organisational measures

4.1 The Receiving Party shall at all times put in place and maintain appropriate technical and organisational measures to protect against unauthorised or unlawful processing of the Shared Personal Data, and against accidental or unlawful loss, destruction, alteration, disclosure or damage of the Shared Personal Data.

5. Third party processing

5.1 You agree that we may pass Shared Personal Data to the police or other authorities or regulatory bodies as part of any investigation into potential fraudulent activity.

6. Data Subject Rights

6.1 Each of us shall provide such assistance as is reasonably required by the other to enable the other to comply with requests from data subjects to exercise their rights under Data Protection Laws within the time limits imposed by Data Protection Laws.

7. Personal data breach

7.1 Each of us shall comply with its obligation to report a personal data breach to the appropriate supervisory authority and (where applicable) data subjects under Data Protection Laws and shall each inform the other of any personal data breach relating to the Shared Personal Data irrespective of whether there is a requirement to notify any supervisory authority or data subject(s).

7.2 We each agree to provide reasonable assistance to each other to facilitate the handling of any personal data breach in an expeditious and compliant manner.

Annex 1 – Shared Personal Data

Categories of data subjects whose personal data is processed

Your Authorised Users, and related parties and payees of those Authorised Users

Categories of personal data shared

Name, bank account details (account number, sort code and IBAN), together with any other information voluntarily disclosed by an Authorised User in connection with the Services for example specific health or disability vulnerability information.