

# Clear.Bank

## Tide Business Account Terms

Your Tide Business Account and your Tide Instant Saver Account will be provided by ClearBank, a Bank authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Tide will provide the day-to-day servicing of those accounts on behalf of ClearBank, including being your point of contact for any questions you may have. Your deposits held by ClearBank are covered by FSCS up to £85,000 (subject to eligibility). Please note all your eligible deposits at ClearBank are "aggregated" and the total is subject to the limit. If you have other accounts held at ClearBank, including other Tide accounts in your name, the balance of these accounts may be amalgamated, with any amount exceeding that (except in special circumstances) unlikely to be protected. More information about the FSCS is available on the [FSCS website](#) and on the [FSCS information sheet](#).

Tide Platform Limited (“**Tide**”), in collaboration with ClearBank Limited (“**ClearBank**”), allows you to use the Tide Platform (as defined below), with the additional benefit of keeping your money in a business bank account provided by ClearBank (referred to as the “**Tide Business Account**” or “**account**”) as well as in an interest bearing deposit account provided by ClearBank (referred to as the “**Tide Instant Saver Account**”). Your main Tide Business Account is linked to a pre-paid Mastercard provided by Tide (the “**Tide Card**”). The following summarises how Tide and ClearBank will provide the services to you:

Service	Who's providing the service to you?	Which terms apply to the service?
<p>Providing you with access to the Tide Platform via a mobile app and through the Tide website (<a href="http://tide.co">http://tide.co</a>) (the “<b>Tide Platform</b>”) allowing you to send a payment instruction using a range of payment methods, deposit a cheque by submitting images of the cheque taken using the camera on your mobile device, create and pay invoices, categorise and have oversight of your income and expenditure, integrate with accountancy software, as well as to deposit funds into your Tide Instant Saver Account and to earn interest on those funds based upon the time that they are deposited and the interest rate applicable to such deposited funds.</p> <p>Providing you (and any additional cardholders) with a Tide Card, which is linked to the main Tide Business Account facilitating card payments to be deducted automatically from your Tide Business Account.</p>	Tide	Tide Membership Terms (the “ <b>Tide Terms</b> ”)
<p>Providing you with a Tide Business Account to deposit your funds as well as with a Tide Instant Saver Account to deposit your funds and to earn interest on those funds. Eligible deposits with ClearBank are protected by the Financial Services Compensation Scheme (“<b>FSCS</b>”), excluding pending Tide Card transactions (“<b>Tide Account Services</b>”).</p>	ClearBank	Tide Business Account Terms (the “ <b>ClearBank Account Terms</b> ”)

Please make sure you've read all of the above-mentioned terms carefully, before accepting them, which are made available to you via the Tide Platform during the application process.

**Member support will always be provided by Tide – so whether it’s a technical issue with the Tide Platform, a problem with your Tide Card(s), or a question about your Tide Business Account or your Tide Instant Saver Account – just contact the Tide member support team via the tide member support function on the Tide Platform or as otherwise provided for in these ClearBank Account Terms**

## 1. OUR AGREEMENT

- 1.1** These ClearBank Account Terms are between you and ClearBank. They are separate from any other agreement that you enter into with Tide or other service providers. ClearBank is not responsible for these other services.
- 1.2** To have a Tide Business Account and a Tide Instant Saver Account you must be (and continue to be):
- a. a Tide member; and
  - b. a UK-registered limited company or a sole trader.
- Throughout the account application and opening process, you will be asked to provide various information and documents in support of your status.
- 1.3** Where you are a UK-registered limited company, you:
- a. confirm that you have the necessary authority to make use of your Tide Business Account and your Tide Instant Saver Account; and
  - b. agree to use your Tide Business Account and your Tide Instant Saver Account in accordance with applicable law.
- 1.4** You must also have agreed to the Tide Terms.
- 1.5** If you'd like this document in another format such as large print, Braille or audio, please contact Tide.

## 2. OUR DETAILS

- 2.1** Our details are ClearBank Limited (company number 09736376), registered office Borough Yards, 13 Dirty Lane, London, England SE1 9PA.
- 2.2** We are authorised by the Prudential Regulation Authority (**PRA**) and regulated by the Financial Conduct Authority (**FCA**) and the PRA under firm reference number 754568. If you would like further information about this, please see the FCA register at <https://register.fca.org.uk>, or call the FCA on 0300 500 8082.

## 3. CHANGING YOUR DETAILS

Any changes to your details should be made using the Tide Platform. You must make sure that the full legal name of your account is correct, accurate and up to date at all times.

## 4. COMMUNICATING WITH YOU

- 4.1** Unless these ClearBank Account Terms say otherwise, all communications relating to your Tide Business Account or your Tide Instant Saver Account will be made through the Tide Platform or otherwise handled by the Tide member support team in English. In some cases, other methods such as an e-mail from Tide might be used.
- 4.2** It's important to look out for messages on the Tide Platform, as this will be the normal way of contacting you. We'll assume you've received a message if it is available when you log on to the Tide Platform.

## 5. CHANGING THIS AGREEMENT

### 5.1 Why we can make changes

We can make changes to these ClearBank Account Terms for a number of reasons, including because:

- a. we're changing our charges, rates or limits;
- b. we're making changes to the way the account operates or its features, or we're introducing new services relating to the account;
- c. we need to make changes because of changes to technology, the systems we use or our relationship with other providers that help us to run the account;

- d. we believe this is necessary to reflect changes in banking industry standards or market practice;
- e. it is necessary to comply with a change in law, regulation or related guidance; or
- f. a Financial Ombudsman or court decision means that we reasonably think that the agreement requires changes to make sure that we are complying with that decision.

If we need to change these ClearBank Account Terms for any other reason, notice of the change and the reasons why will be provided to you by Tide.

## **5.2 Telling you about changes**

You will be given at least two (2) months' notice of any changes to these ClearBank Account Terms. The date when the change will take effect will be included in the notice.

In some cases, you may not be notified in advance of a change being made, for example:

- a. if we reasonably think that the change benefits you;
- b. if we make a change to comply with law, regulation or related guidance and we're not reasonably able to provide advance notice; or
- c. if there are minor changes to the Tide Platform, the Tide Business Account, the Tide Instant Saver Account or the Tide Cards or the way the Tide Account Services are provided to you, that do not affect the quality or the functions of such service, or your rights under these ClearBank Account Terms.

Unless you've told Tide otherwise before the change takes place, we'll assume that you've accepted it.

## **5.3 If you're not happy with the changes**

If you don't want to accept the changes, you can close your Tide Business Account and your Tide Instant Saver Account at any time before the change takes place, by contacting the Tide member support team.

We won't charge you for closing your account in these circumstances and the account will continue to function in accordance with section 10 until the date on which it is closed.

- 5.4** You can request a copy of these ClearBank Account Terms at any time by getting in touch with Tide member support team.

## **6. INFORMATION ABOUT YOUR ACCOUNT**

Statements and other information about your accounts, including details of payments and interest earned, are available through the Tide Platform. You will be notified by Tide when your monthly statement is available on the Tide Platform to view and download. You can ask the Tide member support team for copies of the statements at any time, but there may be a charge. Details of all fees relevant to your account can be found in section 16 of these ClearBank Account Terms.

## **7. YOUR TIDE CARD**

- 7.1** The Tide Card is a pre-paid Mastercard issued and provided to you by Tide. Your Tide Card (including any secondary Tide Cards held by additional cardholders) is linked to your main Tide Business Account (excluding your Tide Tax Account (as defined at paragraph 13.1), if applicable) solely for your use (and any additional cardholders' use).
- 7.2** Terms relating to your use (and any additional cardholders' use) of the Tide Card are covered by your Tide Terms. Tide (and not ClearBank) is responsible to you for providing all the services related to your use of the Tide Card.
- 7.3** When you use your Tide Card(s), we will automatically take the amount of the relevant card payment from your main Tide Business Account, and in the case of refunds, we will pay the amount back into your main Tide Business Account. You are responsible for ensuring you have enough money in your main Tide Business Account for any card payments made using your Tide Card. You authorise us on an ongoing basis, immediately upon notification from Tide, to transfer a corresponding amount from your main Tide Business Account to your Tide Card in order to fund each card payment made

using your Tide Card; we will make this transfer immediately and, on a transaction-by-transaction basis and you will not be able to cancel a transfer to Tide. If there are insufficient funds in your main Tide Business Account, we will not make the transfer unless we are obliged to make it (such as offline transactions), which may result in your Tide Card payment being declined. To request a cancellation or a refund, you will need to contact Tide or the relevant merchant.

- 7.4** We will ensure that refunds of card payments are credited to your main Tide Business Account immediately upon receipt of the corresponding funds from Tide.
- 7.5** Where notified to do so by Tide, we may place a block on funds held in your main Tide Business Account for an amount corresponding to the amount of any card payment authorised by you but not yet cleared. We will remove any such block immediately upon being advised to do so by Tide.

## **8. KEEPING YOUR ACCOUNT SAFE**

You must ensure you and your users take reasonable steps to keep the personalised security credentials for accessing the Tide Platform safe and confidential. You must notify Tide without delay on becoming aware of the loss, theft, misappropriation or unauthorised access to or use of your personalised security credentials for the Tide Platform, Tide Business Account, Tide Instant Saver Account and/or your Tide Card (as the case may be) by freezing your access to the Tide Platform, Tide Business Account, Tide Instant Saver Account and/or your Tide Card (as the case may be) using the functionality on the Tide Platform or by contacting Tide using the member support function on the Tide Platform or by calling Tide on 0333 121 0266. If someone makes an unauthorised payment because you've failed to do this, we won't normally refund the payment.

## **9. USING THIRD PARTY PROVIDERS**

- 9.1** A third party provider (**TPP**) is a third party that you have authorised and instructed to access your account information and/or make payments online from your Tide Business Account (excluding your Tide Tax Account, if applicable) in accordance with these ClearBank Account Terms.

Where relevant, we'll provide access to your account information to the TPP and/or the ability to make payments online from your Tide Business Account through the TPP.

- 9.2** We may not allow a TPP access to your account if we reasonably believe that to do so:
- could mean a security risk to your account; or
  - may involve fraudulent or unauthorised access to your account.
- 9.3** Unless we are prevented by a legal, regulatory or security reason, you will be notified if a TPP has been refused access to the Tide Platform.
- 9.4** You may, at any time, revoke authorisation of a TPP from accessing your Tide Business Account, by contacting Tide or the TPP.

## **10. MAKING AND RECEIVING PAYMENTS FROM AND TO YOUR TIDE BUSINESS ACCOUNT**

### **10.1 Telling us to make a payment**

Payment instructions from your account are to be initiated by:

- accessing and giving us instructions through the Tide Platform, or allowing an additional user to do so (if applicable);
- using your Tide Card (including any secondary Tide Cards held by additional cardholders); or
- giving us instructions through a TPP.

### **10.2 Checking payment details**

- You're responsible for making sure that the details of a payment instruction are correct and clear and that all minimum fields (such as the account number, sort code, account holder's name and BIC and IBAN where applicable) are completed as provided for in the Tide Platform, so it's important to check them carefully before you submit the instruction. We'll assume the

instructions that you've given us are correct. This includes where you proceed with a payment following a Confirmation of Payee response.

b. Confirmation of Payee

**Making a payment**

Where possible we'll ask the receiving bank to check that the recipient's name matches the account number and sort code you've given us. We do this before you finalise the payment instruction and submit the payment. It's an extra security step called 'Confirmation of Payee'.

The receiving bank will check their records and will provide a response, which may include a 'Match', 'a Close Match', 'No Match', or that a 'check is not possible' (or other applicable response corresponding to the circumstances). If it's a Close Match, we'll show you the name of the account holder that is linked to the sort code and account number you gave. You'll be asked to confirm if you want to go ahead with the payment instruction once you know the result of the Confirmation of Payee check. If you need to change the payment instruction, you can do this before giving your confirmation to go ahead with the payment. You must check the Confirmation of Payee result and the payment details carefully to make sure you are paying the right person.

**Opt out of Confirmation of Payee**

You can't opt out of Confirmation of Payee when you're making a payment to someone else. You can however, in exceptional circumstances, request to opt out of your details being checked when someone wants to pay you and you will have the option to opt back in again at any time. If your request is approved, this means that the person or business will get a response to the affect that your details can't be checked.

**10.3 If we need to suspend your access to Tide Account Services**

We may suspend some or all of the Tide Account Services (and notify Tide where applicable) if, for example:

- a. Tide informs us you have not paid any monies owing to Tide on time;
- b. we reasonably suspect fraud or unauthorised use;
- c. we reasonably believe this is necessary to protect your account;
- d. you've broken any part of these ClearBank Account Terms in a serious way; or
- e. you're no longer able to access the Tide Platform because Tide has suspended or terminated your access in accordance with the Tide Terms.

Unless we're prevented by a legal, regulatory or security reason, Tide will normally tell you before or immediately after stopping or suspending payments and, where possible, explain why this has happened. We may allow your use of the Tide Account Services to resume once the reason for suspending usage has been resolved.

**10.4 When payments will be made**

Payment instructions made through the Tide Platform will be processed the same working day, unless they are submitted after the daily cut-off point set out below.

If we receive an instruction after the cut-off point, we'll process it on the next working day.

Type of payment	Cut-off time
Faster Payments	None – available 24/7, 365 days of the year (or 366 days for a leap year)
CHAPS (inbound)	06:00 to 18:00 on working days

Bacs (inbound direct credits and direct debits paid out)	Once a day, by 07:00 on the day the payment is due to credit or debit the account
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## 10.5 When we won't make payments or can delay payments

- a. We'll follow your payment instructions, except if:
  - further information is required from you to complete the payment and you don't provide such information upon request; you don't have enough money in your account to make the payment;
  - you exceed your maximum account limit or payment and card transaction limits;
  - there is a reasonable belief that you did not give the instruction or that it could be fraudulent or related to criminal activity;
  - the instruction is unclear;
  - the instruction is received from a TPP and there are reasonable concerns about security or fraud;
  - there is a reasonable belief that making the payment would cause us to breach any law or regulation that applies to us; or
  - you've broken any of these ClearBank Account Terms in a serious way.
- b. Sometimes we need to make checks before we can execute a payment instruction, which may delay things. In some cases, you may be required to provide further information or additional checks may be required.
- c. When working out if you have enough money in your Tide Business Account for a payment, we'll look at your account balance and deduct any immediate payments that you've already instructed be made (if they are not already reflected in your balance).
- d. If your Tide Business Account becomes overdrawn you should immediately make a payment into your account to return your balance to zero or above.
- e. Unless we are prevented by a legal, regulatory or security reason, you'll be notified through the Tide Platform when an instruction hasn't been followed. Where possible, you'll be notified as to why this has happened and how you can resolve the issue.

## 10.6 If you want to change or cancel a payment

We can't normally change or cancel payment instructions for immediate payments once they have been submitted through the Tide Platform because they are processed immediately.

Direct Debits can be cancelled, through the Tide Platform up to the end of the working day before the date they are due to be made.

## 10.7 When you'll receive incoming payments

For any incoming electronic payments, we will credit your account as soon as we receive the payment (unless we are prevented by a legal, regulatory or security reason or reasonably believe making such payment might cause us to breach a legal or regulatory requirement) and update your balance.

## 10.8 Limits

There may be limits that apply to your Tide Business Account including a maximum account balance or payment and card transaction limits. Please refer to the limits provided via the Tide Platform.

If you exceed the maximum account balance, you may be contacted by Tide and required to bring your Tide Business Account back to within the maximum account balance limits.

If you exceed your payment and card transactions limits this will be dealt with in accordance with section 10.5.

## 11. CHEQUE IMAGING DEPOSITS

- 11.1** You can use Pay.Uk's system for the electronic presentation, deposit and settlement of cheques (the "Image Clearing System") to deposit a cheque to your Tide Business Account ("Cheque Imaging Deposit") by capturing an image of the front and back of a cheque with your mobile device, then uploading the images and associated deposit information in the Tide Platform, where the cheque is:
- in sterling;
  - payable from a UK bank participating in the Image Clearing System;
  - payable to you and the name on the cheque matches the name on the Tide Business Account you are paying into.
- 11.2** The following items cannot be deposited using a cheque imaging deposit:
- Travellers' cheques;
  - Bank giro credit;
  - Electronic vouchers;
  - Other non-standard cheques.
- 11.3** You cannot deposit a cheque using the Image Clearing System if you have already tried to deposit this cheque by other means or using the Image Clearing System and it was rejected for any reason.
- 11.4** You can find information on whether a Cheque Imaging Deposit succeeded via the Tide Platform. If the deposit is successful, that means that the cheque image and the related details you provided were captured correctly. It does not mean that the cheque itself will be paid. Once Tide starts processing the information the cheque may still be rejected if it does not comply with the ClearBank Account Terms or the Tide Terms.
- 11.5** You can see the status of cheques deposited in the Tide Platform. If the status is changed to "not paid" a short description of the reason will be provided by the issuing bank. We recommend that you keep the original paper cheque until the funds have been paid into your Tide Business Account in case you need to resubmit it.
- 11.6** If a Cheque Imaging Deposit is accepted and the paying bank agrees to pay the cheque, the payment will be processed within the following timeframes, depending on when you upload the cheque to tide platform:
- if you successfully upload the cheque to Tide Platform before 7.00pm on a working day, the funds will normally be credited to the Tide Business Account by the end of the second working day following the upload;
  - if you successfully upload a cheque to the Tide Platform after 7:00pm on a working day, the funds will normally be credited to your Tide Business Account by the end of the second working day following the upload;
  - if you successfully upload a cheque to Tide Platform on a non-working day, the funds will be credited to the Tide Business Account by the end of the second working day following the upload.
- A day which is a public holiday in Northern Ireland but not in the rest of the United Kingdom will not be a working day for the purposes of a Cheque Imaging Deposit if the cheque was issued by a bank in Northern Ireland.
- 11.7** We limit the value or number of cheques that can be deposited using the Image Clearing System for security reasons. This means that you can deposit only a pre-defined number of cheques per day, a single cheque up to the value indicated on the Tide Platform, or several cheques on the same day with a total value up to the limit stated on the Tide Platform. We may change those limits at any time in line with our risk policy or to comply with our regulatory obligations, but you'll always see the current daily limit on the Tide Platform and/or on the Tide "Support and FAQs" webpage (<https://www.tide.co/en-in/faq>). The Cheque Imaging Deposit may be rejected for any of the reasons set out in the ClearBank Account Terms, or the Tide Terms, or for any of the following reasons:
- the cheque does not comply with section 11.2 or 11.3 above;
  - the quality of the image of the cheque you have provided does not meet the minimum specification for all the details on the cheque to be legible;



- c. Incomplete cheques i.e. not signed, not dated, payee name missing etc.;
- d. the cheque is or appears damaged in the image.

## 12. ADDITIONAL TIDE BUSINESS ACCOUNTS

- 12.1 These ClearBank Account Terms apply to each of the Tide Business Accounts that you open (the “Additional Business Accounts”), subject to the specific ClearBank Account Terms applicable to the Tide Tax Account, as set out in paragraph 13. References in these ClearBank Account Terms to Tide Business Account are references to Additional Business Accounts, unless stated otherwise.
- 12.2 Should you open a main Tide Business Account and Additional Business Accounts, the Tide Card may be linked to your main Tide Business Account only.
- 12.3 The Additional Business Accounts may not be used for purposes of running another business or limited company or to segregate your business’ funds from your customers’ funds.

## 13. TIDE TAX ACCOUNT

- 13.1 Subject to Tide’s eligibility criteria, you may be eligible to open an Additional Business Account to set aside money for taxes due (“**Tide Tax Account**”).
- 13.2 The Tide Tax Account is a current account with limited function and cannot be used for day-to-day expenditure, third-party payments (except to HM Revenue & Customs (“**HMRC**”) or investment activities.
- 13.3 The Tide Tax Account is an Additional Business Account with the sole purpose of paying taxes due to HMRC. No external inbound or outbound transfers will be possible to or from your Tide Tax Account, except to HMRC.
- 13.4 The Tide Tax Account can only be funded by transferring funds from your main Tide Business Account to the Tide Tax Account. You can then pay HMRC directly by selecting one of the prepopulated HMRC accounts. You will not be able to amend the prepopulated HMRC account details or add additional payees from the Tide Tax Account.
- 13.5 In the event that your Tide Tax Account is disabled, you may transfer funds held in your Tide Tax Account to your main Tide Business Account.
- 13.6 Naming of the account as a “Tide Tax Account” is for illustrative purposes only and does not constitute tax advice. For tax advice, you must engage a tax professional.

## 14. PAYING MONEY INTO AND WITHDRAWING MONEY FROM YOUR TIDE INSTANT SAVER ACCOUNT

- 14.1 Your Tide Instant Saver Account is not a current account, so it cannot be used for everyday use, such as for day-to-day spending or receiving or sending money to other people. This also means that payments, like wages, salary, benefits or pension payments should not be paid into it.
- 14.2 When you open your Tide Instant Saver Account, your main Tide Business Account (excluding your Tide Tax Account) will be designated as your “Nominated Account”. You cannot use an account provided by another bank or financial institution (a “**Non-Tide Account**”) as your Nominated Account. You may only have one Nominated Account.
- 14.3 We will credit your Tide Instant Saver Account as soon as we receive the transfer from your Nominated Account and update your balance.
- 14.4 We will return any funds received into your Tide Instant Saver Account from an account other than your Nominated Account. There may also be times when we have to stop money coming into your Tide Instant Saver Account for legal or regulatory reasons.
- 14.5 You can make transfers from your Tide Instant Saver Account by bank transfer to your Nominated Account only. You can give us instructions and consent to a transfer from your Tide Instant Saver Account through the Tide Platform, including by providing all the information requested.
- 14.6 As we start processing your transfer instructions as soon as we receive them, it is not possible to cancel your instructions once they have been made. However, if you have instructed us to make a

transfer at some time in the future, you can revoke this instruction through the Tide Platform at any time before the day on which the transfer is scheduled to take place. Transfers to and from the Tide Instant Saver Account can be made 24/7, 365 days of the year (or 366 days for a leap year) and transfers will be received into your Nominated Account or your Tide Instant Saver Account, as the case may be, usually immediately and, in any case, no later than the working day following the day on which your transfer instruction is processed by us.

**14.7** We'll follow your transfer instructions, unless:

- a. we need to ask you for further information to complete the transfer and you don't provide it to us;
- b. you don't have enough money in your Tide Instant Saver Account to make the transfer;
- c. we reasonably believe that you did not give the instruction or that it could be fraudulent or related to criminal activity;
- d. we think the instructions are unclear;
- e. we reasonably believe that making the transfer would cause us to breach any law or regulation that applies to us; or;
- f. you've broken any of these ClearBank Account Terms in a serious way.

**14.8** Sometimes we or Tide need to make checks or ask you for further information before we can carry out a transfer instruction, which may delay the transfer.

**14.9** Unless we are prevented by a legal, regulatory or security reason, you'll be notified through the Tide Platform when an instruction hasn't been followed. Where possible, we'll tell you why this has happened and how you can resolve the issue.

## **15. INTEREST**

**15.1** You won't earn interest on the balance in your Tide Business Account or Tide Tax Account.

**15.2** The interest rate you receive for the funds held in your Tide Instant Saver Account is set out in your Summary Box and is equal to the applicable Bank of England ("**BoE**") Base Rate minus a certain percentage, referred to as the "**Tide Margin**". ClearBank places funds held in your Tide Instant Saver Account with the BoE and expects to generate interest from the BoE on those funds. The amount of interest payable by the BoE is variable and, subject to the amount of interest paid by the BoE being sufficient, you will receive interest on funds held in your Tide Instant Saver Account after we deduct the Tide Margin. You will not earn interest on the interest accrued on your Tide Instant Saver Account unless otherwise provided in your Summary Box.

**15.3** Market conditions may result in negative interest being applied to your Tide Instant Saver Account. If this happens, instead of earning interest on the funds in your account, interest will be deducted from your Tide Instant Saver Account.

**15.4** You can find details about the interest rate applicable to your Tide Instant Saver Account in your Summary Box document in addition to details about our obligations to notify you in the event that the applicable interest rate changes.

## **16. FEES**

You authorise us on behalf of Tide to debit your Tide Business Account or your Tide Instant Saver Account (where applicable) for all fees under your Tide Terms as they become payable to Tide.

## **17. IF SOMETHING GOES WRONG**

**17.1** If you believe that there is an issue with the Tide Platform, Tide Business Account, Tide Tax Account, Tide Instant Saver Account or Tide Card, please reach out to Tide via the member support function on the Tide Platform or by calling us at 0333 121 0266 (available 24 hours a day).

**17.2** The table below shows what will happen when something goes wrong.

<b>What went wrong?</b>	<b>What we'll do</b>
A payment is incorrectly processed	The payment amount will be refunded together with any

What went wrong?	What we'll do
<p>– because it wasn't sent to the person or account you told us to.</p> <p>OR</p> <p>You were told during the Confirmation of Payee process that the name of the recipient matched the sort code and account number you provided but this was wrong and the payment wasn't sent to the person or account you intended.</p>	<p>charges linked to that payment.</p>
<p>We incorrectly made a transfer out of your Tide Instant Saver Account because we didn't send it to your Nominated Account in accordance with your instructions.</p>	<p>We'll refund the transfer amount and any charges linked to that payment.</p>
<p>A payment from your Tide Business Account or your Tide Instant Saver Account was unauthorised, unless:</p> <ul style="list-style-type: none"> <li>• you've been deliberately or grossly negligent with your security details; or</li> <li>• we can prove you acted fraudulently.</li> </ul>	<p>Once your claim has been investigated and we're satisfied you've not been careless or that you've not acted fraudulently, the payment amount will be refunded together with any charges linked to that payment, except for the first £35 which we may charge to you.</p> <p>We won't charge you for any unauthorised payments which take place after you've notified Tide of the unauthorised payment or that your security details relating to your account have been lost or stolen.</p>
<p>A payment you requested is late due to our error.</p>	<p>Your Tide Business Account will be put back to the position that it would have been in if we hadn't made the error.</p>
<p>A payment you received to your Tide Business Account is late due to our error.</p>	<p>You can also ask Tide to contact the other person's bank and correct the amount of interest on their customer's account.</p>
<p>A transfer you requested us to make to your Nominated Account is late due to our error.</p> <p>A transfer you received to your Tide Instant Saver Account is late due to our error.</p>	<p>We'll put your Tide Instant Saver Account back to the position that it would have been in if we hadn't made the error.</p>
<p>A payment is taken from your account by a retailer without you knowing how much the payment is going to be and the payment is for more than you were expecting.</p>	<p>Provided:</p> <ul style="list-style-type: none"> <li>• you let Tide know within eight (8) weeks of the date of the payment;</li> <li>• your authorisation didn't specify the exact amount of the payment; and</li> <li>• the amount is more than you could have reasonably expected to pay, based on your previous spending and our investigation,</li> </ul> <p>usually the payment amount will be refunded.</p> <p>Where Tide investigates your request and a refund is not able to be provided, Tide will let you know why.</p>
<p>You made a mistake and gave the wrong payment details for a</p>	<p>If you make a mistake, Tide will use its reasonable efforts to help fix the problem (which might mean getting your</p>

What went wrong?	What we'll do
payment  OR  You proceeded with a payment where the Confirmation of Payee details you provided (account holder's name, sort code and account number) did not come back as a full match and the payment wasn't sent to the person or account you intended.	money back), but we can charge a fee for this.  If Tide can't recover the payment then we won't be able to refund the payment to your account.  If the payment has been received by the recipient's bank then you will need to ask them about obtaining a refund. You can ask the Tide member support team if you need information about the payment to help you try and recover it.
You believe you are a victim of an APP Scam (as defined in paragraph 18.1).	See paragraph 18 below.

If you don't notify Tide about an issue with your payment within thirteen (13) months after the debit date, then you might not be entitled to a refund.

**17.3** Further investigation of your claim for a refund may be required to check that you're entitled to a refund. If you are entitled to a refund, this will be done as soon as we can and no later than the end of the next working day following the day that the request is received or after the conclusion of any investigation into your claim, as applicable.

**17.4** If funds are added to your Tide Business Account, Tide Tax Account or your Tide Instant Saver Account because of a system error or a mistake, including in connection with the Cheque Imaging Deposit, you consent to us automatically reclaiming those funds. If you believe the funds were not received in error or by mistake, you may log a complaint about this issue.

**17.5 Losses that aren't caused by an incorrect or unauthorised payment**

If you suffer a loss because of something we have done or failed to do, you will usually be entitled to claim back that loss from us. However, there are some exceptions where you won't be able to claim from us and they are as follows:

- a. loss of; business, profit, opportunity and goodwill, in each case whether direct or indirect;
- b. loss where you've acted fraudulently or with intent or gross negligence;
- c. loss where you've given us details which are wrong or insufficient (for example, the wrong payee details);
- d. loss caused by a delay or failure to perform our obligations under these ClearBank Account Terms due to any event beyond our (or our agents' and/or subcontractors') reasonable control;
- e. any loss we could not reasonably have predicted when you gave us an instruction;
- f. you're in breach of these ClearBank Account Terms;
- g. we haven't followed an instruction from you for a reason we give in these ClearBank Account Terms; and
- h. loss where you have proceeded with a payment transaction where the Confirmation of Payee details you provided (account holder's name, sort code and account number) did not come back as a full match.

None of these exceptions will apply, and we will always be liable, if:

- a. we act fraudulently; or
- b. we are at fault and the law does not allow us to exclude or limit liability.

You understand that the Tide Account Services provided on an "as is", "as available" basis.

**18. APP SCAM CLAIMS**

- 18.1** Effective from 7 October 2024, new rules protect victims of Authorised Push Payment Scams (“**APP Scam**”). These rules apply to personal accounts, microenterprises, and small charities, covering Faster Payments and CHAPS. Payments made before 7 October 2024, or by credit/debit card, cash, cheque, or international transfer, are excluded.
- 18.2** If you believe you have been a victim of an APP Scam, please contact Tide immediately and provide all requested information to assist with their investigations. The Tide will be responsible for:
- Receiving and assessing APP Scam claims;
  - Investigating the circumstances of the scam;
  - Deciding on eligibility for reimbursement; and
  - Processing and paying out valid claims.
- 18.3** Please note that claims must be made within 13 months of the last payment to the scammer. If you are not eligible for compensation, the Tide will explain the reasons for rejecting your claim.

## **19. TERMINATION**

- 19.1** You may terminate the Tide Account Services and these ClearBank Account Terms at any time by contacting Tide member services via the Tide Platform.
- 19.2** We may terminate these ClearBank Account Terms by giving you at least two (2) months’ prior written notice.
- 19.3** If you or Tide terminate the Tide Terms this shall additionally constitute a notice of termination of the ClearBank Account Terms and such termination shall be effective on the same date as the termination of these ClearBank Account Terms.
- 19.4** We may on immediate notice terminate the ClearBank Account Terms where we have reason to believe that any of the following has happened:
- a. you have been suspended for a period of 90 days and you have failed to remediate the cause for suspension;
  - b. you seriously or repeatedly break these ClearBank Account Terms;
  - c. we reasonably think that you might put us in breach of law or regulation;
  - d. we discover that any of the information you've provided is false or misleading; or
  - e. you are subject to a bankruptcy, insolvency, winding up or other similar event.
- 19.5** The termination of any of the Tide Account Services or the ClearBank Account Terms will not affect your or our accrued rights arising under these ClearBank Account Terms.
- 19.6** On termination of these ClearBank Account Terms and the closure of your Tide Business Account, we'll refund to you the balance remaining in your Tide Business Account (after the deduction of all payment transactions and applicable fees). Tide will contact you to confirm where that refund should be made, which should be to a UK bank account in your name.
- 19.7** If we are not able to make this refund (for example, because you haven't provided Tide with the UK bank details to which the refund should be made), your Tide Business Account will be suspended until we receive the information required for the refund to be made.
- 19.8** On closure of your Tide Instant Saver Account, we will transfer any accrued interest (after the deduction of all payment transactions and applicable fees) to your Nominated Account. Before your Tide Instant Saver Account can be closed, you need to transfer any balance remaining in your Tide Instant Saver Account to your Nominated Account. Your Tide Instant Saver Account will remain open until the whole remaining balance, including the last accrued interest has been transferred to your Nominated Account.

## **20. COMPLAINTS AND LEGAL CLAIMS**

- 20.1** If you would like to log a complaint, please email Tide at [complaints@tide.co](mailto:complaints@tide.co). Tide's complaints procedure sets out the process for submitting and resolving any complaints. You may access a copy of Tide's complaints procedure at any time by contacting Tide.
- 20.2** If your complaint relates to the Tide Business Account, the Tide Tax Account, the Tide Instant Saver Account or any payment transaction relating to the Tide Account Services and after having received Tide's final response you are still unhappy or not satisfied, and you are: (a) a microenterprise which employs fewer than 10 persons and whose annual turnover and/or annual balance sheet total does not exceed EUR 2 million; (b) a charity which has an annual income of less than £6.5 million; or (c) a trustee of a trust which has a net asset value of less than £5 million; or (d) a small business which has an annual turnover of less than £6.5 million and employs fewer than 50 persons or has a balance sheet total of less than £5 million, then you may, if your complaint falls within the Financial Ombudsman Service's jurisdiction, be able to take your complaint to the Financial Ombudsman Service (**FOS**), details of which are available on the following link [www.financial-ombudsman.org.uk/faq/complain.html](http://www.financial-ombudsman.org.uk/faq/complain.html). You can also call the FOS on 0300 123 9123 or write to: Financial Ombudsman Service, Exchange Tower, Harbour Exchange, London, E14 9SR.
- 20.3** Alternatively, you can contact the Centre for Effective Dispute Resolution Service and seek advice about an alternative way to resolve your dispute. Contact details for the Centre for Effective Dispute Resolution are:

By post to Consumer Complaints, 70 Fleet Street, London, EC4Y 1EU

By phone at 0207 520 3800

By email to [applications@cedr.com](mailto:applications@cedr.com).

## **21. IF YOU DO SOMETHING WRONG**

If you break any of these ClearBank Account Terms and it creates costs for us, including where you have a complaint or legal claim and do not follow the process set out in the "Complaints and Claims" section above, we can recover costs from you. This could include the costs of tracing you and taking steps to deal with the issue, enforcing the payment of any money you owe us, the costs of third party claims against us arising from you breaking these ClearBank Account Terms, as well as any charges for the Tide Account Services you haven't yet paid. We'll also charge for communicating with you about what's happened.

## **22. HOW WE USE THE INFORMATION WE HOLD ABOUT YOU**

By agreeing to these ClearBank Account Terms, you are providing your explicit consent to us for Tide to use and process your personal data in accordance with the Tide Privacy Policy which can be found at <https://www.tide.co/privacy/>, for the purposes of providing the Tide Account Services to you.

## **23. THE LAW THAT APPLIES**

These ClearBank Account Terms shall be governed by the laws of England and Wales and any claim or dispute under these ClearBank Account Terms shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.

## **24. OTHER TERMS**

If a court decides that we can't rely on a particular part of these ClearBank Account Terms this won't stop the rest of the agreement from applying to you.