

# **BARCLAYS WEALTH INTERMEDIARIES**

Barclays Private Clients International (Gibraltar) Limited

Service Account

Terms and Conditions

Each agreement you have with us (Barclays Private Clients International (Gibraltar) 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.

#### Deposit Guarantee Scheme (“DGS”)

4.3 The DGS covers 90% of total liability to depositors (with some designated exceptions) who have money denominated in euros or the currencies of any of Denmark, Iceland, Norway, Sweden or the United Kingdom, in current and deposit accounts in Gibraltar with Barclays Private Client International (Gibraltar) Limited subject to a maximum payment to any one individual of £18,000 (or EURO 20,000, if greater). Cover is calculated per depositor, per deposit taker, if this bank fails. Liability to a depositor is the aggregate of all accounts held by that depositor, including that depositor’s share in a joint account or a client account. Joint accounts are divided equally between its holders in the absence of any other indication of the share of each account holder. Partnerships or similar association are treated as one depositor. Deposits held by trustees are treated as one depositor, unless each beneficiary can be identified separately as having a separate right under the trust before the relevant date. Certain deductions can be made.

4.4 Further information about the DGS and those who are eligible claimants under the GDS may be obtained from your Relationship Manager, other Barclays Wealth Contact or from: The Gibraltar Deposit Guarantee Board  
c/o Financial Services Commission  
PO Box 9401  
Gibraltar  
or from the DGS website at [www.gdgb.gi](http://www.gdgb.gi)

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 (Gibraltar) Limited is regulated and authorised by the Gibraltar Financial Services Commission to conduct banking and investment business. Barclays Private Clients International (Gibraltar) Limited. Registered in Gibraltar. Registered No: 39577. Registered Office: 84/90 Main Street, Gibraltar. Ultimate holding company Barclays Bank PLC, registered in England. Registered No: 1026167. Registered Office: 1 Churchill Place, London E14 5HP.

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