

# Customer Terms – Country

## Terms India

### 1 Scope

- 1.1 The India Customer Terms apply to accounts and related services Barclays provides to a business Customer in India. The India Customer Terms consists of:
  - 1.2 the Application for accounts and related services in India.
  - 1.3 the Core Terms.
  - 1.4 these Country Terms and the India Tariff (Schedule of Charges).
- 1.5 In the India Customer Terms, the Bank or Barclays means Barclays Bank PLC.
- 1.6 Some accounts and services have additional terms which also form part of these Country Terms. These additional terms will be provided on an application for the relevant account or service. If there is any inconsistency between any additional terms and these Country Terms, the additional terms apply.

### 2 Payments to and from an account

- 2.1 Any payments received after the relevant cut-off time or on a non-Business Day will be credited to an account on the next Business Day.
- 2.2 Barclays may reverse a credit to an account if the relevant payment is recalled by another bank.
- 2.3 On receipt of an Instruction, Barclays will decide how to make a payment to a beneficiary including the correspondent banks (if any) that are used.
- 2.4 Barclays may change the financial limits that apply to any Instruction by giving 15 (fifteen) days' notice of the change to the Customer.

### 3 Credit Interest

- 3.1 Where credit interest is payable on an account:
  - it is calculated daily on a 365 day year for accounts held in Indian Rupee, Sterling and some currencies and a 360 day year for accounts in US Dollars, Euro and other currencies. Details are available from Barclays on request.
  - it will be paid on cleared balances after the deduction of tax at the relevant rate (if required).
  - interest will be calculated and paid in accordance with Reserve Bank of India (RBI) regulations as may be applicable by crediting the account. Where applicable, Barclays will pay interest in arrears.

### 4 Changes to Exchange and Interest Rates

- 4.1 Barclays may change an exchange rate, credit interest rate (whether a specified rate, reference rate or the margin above/below it) or unarranged borrowing rate, at any time. Subject to regulatory requirements, a change to an exchange or credit interest rate will take effect immediately and Barclays will make available details of a change which affects the Customer as soon as practicable after it has been made.
- 4.2 If a credit interest rate is based on a reference rate, then the rate will change immediately if the reference rate changes.

## 5 Giving/Changing/Canceling Instructions and Recalled Payments

- 5.1 Unless agreed otherwise, the Customer cannot give an Instruction to Barclays by email or phone.
- 5.2 To change or cancel an Instruction, the Customer must provide the information Barclays requires. Barclays will only change or cancel an Instruction if, at the time it receives the relevant information, it is possible to do so using Barclays' usual processes.

## 6 Cheques

- 6.1 Barclays will not pay a future dated cheque until on or after the date of the cheque.
- 6.2 A cheque past its validity, i.e. 3 (three) months after the date of being issued, will not be paid by Barclays.
- 6.3 The Customer will, as notified by Barclays, indemnify Barclays against any claims, losses, damages or costs which Barclays incurs if the Customer pays in and Barclays collects for the Customer's account, a cheque that is not payable to the Customer.
- 6.4 To stop payment on a cheque, the Customer must provide information Barclays requires at least 1 (one) Business Day before the cheque is presented.
- 6.5 When an account is closed, the Customer must return to Barclays any unused cheques relating to that account.
- 6.6 If Barclays credits a cheque to an account before the cheque has cleared, Barclays can reverse the credit.
- 6.7 Barclays may collect or negotiate foreign currency cheques or cheques drawn on a non-Indian bank and charge the Customer for doing so.
- 6.8 The Customer must exercise due care while issuing cheques. Barclays may pay a cheque as it appears when presented in clearing, but is not obliged to pay a cheque that appears as if it may have been altered or overwritten.

## 7 Electronic Services

- 7.1 The Customer or a User can only access an Electronic Service by following the relevant security procedure(s). Barclays can change the procedure(s) at any time.
- 7.2 The Customer must comply with any security requirements relating to an Electronic Service that Barclays notifies from time to time.
- 7.3 The Customer must ensure that any User who is logged into an Electronic Service does not leave the relevant computer or device unattended.
- 7.4 Barclays can add or remove online services without giving notice to the Customer.
- 7.5 The Customer may be able to request additional products or services using an Electronic Service. On receipt of the request, Barclays may require the Customer to complete documentation or provide information before Barclays provides the additional product/service.
- 7.6 It is the Customer's responsibility to ensure that the Customer's own systems are compatible with any Technology provided by Barclays, before using it. If the Customer fails to do this, Barclays is not responsible for any resulting loss or damage. Barclays may update its Technology and the Customer must ensure its own systems remains compatible.
- 7.7 If an Electronic Service is terminated, any Instructions given by the Customer through an Electronic Service before the date of actual termination will be completed (unless the relevant account has also closed).

## 8 Information about payments and the Customer

- 8.1 Barclays can make available information about payments through electronic or paper statements, or using a transaction advice.
- 8.2 The Customer can also request to receive statements by email. As emails are not a secure form of communication, Barclays is not liable if:

- an email containing a statement is not received or is intercepted by someone else.
  - the Customer acts on an email that appears to come from Barclays but was sent by someone else.
- 8.3 Where the Customer receives statements by email, the Customer must notify Barclays of any changes to the relevant email address for sending statements to.
- 8.4 The Customer agrees to review and reconcile all statements promptly, and bring any discrepancies, errors or unauthorised transactions to Barclays' attention within 3 (three) days of receiving a statement for that account. Any transaction reported to Barclays after 3 (three) working days would be guided by Barclays' compensation policy.
- 8.5 Barclays is not obliged to provide any statements for a dormant account. An account is **dormant** if there have been no payments to or from the account for 2 (two) years.
- 8.6 The Customer must provide Barclays with any information it requests, now or in the future, about the Customer, its use of an account or service, a payment, or the origin or destination of funds.
- 8.7 The Customer must notify Barclays if:
- there is a change to any information the Customer has provided to Barclays.
  - the Customer is a partnership and a partner leaves or a new partner joins.
  - any other change in the constitution or identity or form of the Customer and the status of the Customer.
  - another person/entity has any rights or claims to funds held in an account.

## 9 Charges

- 9.1 The Customer will pay Barclays' charges for using an account and related services and any applicable taxes. The charges for the most common services are set out in the India Tariff (Schedule of Charges) and are subject to change.
- 9.2 All payments to Barclays for charges must be made without set off and without a deduction for any tax, duty or other charge, unless a deduction is legally required. If a deduction is legally required, the Customer will increase the payment so that Barclays receives the amount due to it before the deduction.
- 9.3 If the Customer breaches the India Customer Terms, the Customer will pay any costs Barclays incurs as a result of the breach and in tracing the Customer, communicating with the Customer in relation to the breach and requiring the terms and conditions to be abided by or acting with respect to the Customer under the terms and conditions.
- 9.4 Barclays may deduct charges from an account, as applicable, even if this causes an Unarranged Overdraft.
- 9.5 If the Customer gives Barclays an Instruction that would create an Unarranged Overdraft, the Customer will pay the relevant charge set out in the India Tariff for making or refusing the payment.
- 9.6 Barclays may vary existing charges and introduce new charges by giving 30 (thirty) days' notice to the Customer, unless the variation in charges or introduction of new charges is required to be given effect to sooner.

## 10 Set Off

- 10.1 Barclays may, at any time and without notice, set off any of the Customer obligations (whether joint, several, future or contingent) to Barclays or any other member of the Barclays Group against any liability of Barclays to the Customer in any country. **Barclays Group** means the group of which Barclays PLC is the holding company.
- 10.2 Where necessary to make the set off, Barclays may convert the Customer's obligations to the currency of Barclays' liability to the Customer, at Barclays' relevant currency exchange rate.
- 10.3 Barclays may not set off the credit balance on an account where (i) the Customer holds that balance on behalf of another person and has informed Barclays of that, and (ii) Barclays has acknowledged this in writing or the account is designated as a "client" or "client money" or "trust" account.

## 11 Changes to the India Customer Terms

- 11.1 Barclays may change the India Customer Terms immediately where the change is necessary to comply with a law or regulation. Otherwise, Barclays will give 30 (thirty) days' notice of any change to the India Customer Terms, unless the change is required to be given effect to sooner.
- 11.2 Barclays can use statements to give notice of a change. Where Barclays gives notice of a change to the India Customer Terms, the Customer can obtain the latest copy of the India Customer Terms at [www.barclays.in](http://www.barclays.in). In any event, terms that may be inconsistent with law or regulation at any particular point in time, must be read, and will apply, in a manner that is consistent with the requirements of law or regulation.
- 11.3 If the branch at which an account is held closes or merges with another branch, Barclays may issue the Customer with new account details. If Barclays changes the account details, any Instructions given by the Customer will continue to apply.
- 11.4 Barclays can make available details of changes to the features of accounts or services through communication made available on [www.barclays.in](http://www.barclays.in).

## 12 Liability

- 12.1 Barclays is not liable to the Customer for any payment from, or access to, an account if the Customer or a User:
- has not provided correct details of a payee's account number and the Indian Financial System Code (IFSC)/sort code/Society for Worldwide Interbank Financial Telecommunication (SWIFT) code (either directly or using an identifier), even if the correct account name has been provided.
  - has acted fraudulently.
  - in breach of the India Customer Terms or, fails to keep a payment device secure, or a password or security procedure secret.
  - fails to keep a cheque secure, advise Barclays of losing a cheque or complete a cheque so that it is not easy to alter.
- 12.2 Where Barclays is liable to the Customer for an unauthorized or incorrectly executed payment to or from an account, Barclays will refund the amount to the Customer in accordance with Barclays compensation policy.
- 12.3 Barclays' records of an Instruction, its authorisation and execution will, in the absence of an obvious error, be conclusive.
- 12.4 Barclays' liability for an unauthorised or incorrectly executed payment is, if Barclays' liability is established, limited to the amount of the payment, and any charges or interest the Customer has paid or any interest the Customer would have earned.
- 12.5 Barclays is not liable for:
- any loss because a payment is delayed by checks that the payment does not breach a law, regulation or sanction.
  - any loss arising from insecure electronic communications being intercepted, corrupted or not being received.
  - any indirect loss, or loss of business, goodwill, opportunity or profit.
  - any loss arising from a cause beyond its reasonable control. This includes, amongst other things, any machine or electronic device failing to work, failure of payment systems network, any force majeure situation and industrial disputes.

## 13 Death of an Accountholder

- 13.1 On the death of one holder of a joint account, the ownership of any credit balance on the account will transfer to the other accountholder(s) who may continue to operate the account.

## 14 Notices and Communications

14.1 Barclays may contact the Customer:

- by phone to confirm the validity of any Instructions. Barclays will attempt to contact a User to do this.
- using Electronic Services, paper, email or phone to notify the Customer of security threats.
- using paper, email or an Electronic Service to give notices to the Customer.

14.2 Barclays may send notices to the Customer, as set out in the Core Terms. A notice from Barclays will be effective:

- at the time of personal delivery.
- at the time of sending, if sent by an Electronic Service.
- at the time of sending, if sent by email before 6.00 pm on a Business Day (otherwise on the next Business Day).
- on the 2nd (second) Business Day after posting.

14.3 The Customer may only contact Barclays by email if Barclays agrees to this. Email from the Customer are only effective when Barclays acknowledges receipt.

14.4 Barclays will send alerts to the Customer. Short Messaging Service (“SMS”) alerts will be sent on the mobile phone number provided by the Customer. Barclays will send email alerts to the Customer, to the email address provided by the Customer, if the Customer registers for the same. ‘Alerts’ refers to transaction related messages based on triggers.

- Subject to applicable regulations from time to time, Barclays may levy a charge for the alert facility at its own discretion with due notice to the Customer. Such charge will be debited from the Customer’s account. The Customer shall be liable for payment of such airtime or other charge which may be levied by the Customer’s mobile telephony or email service provider in connection with the receiving of the alerts.
- The Customer acknowledges that the generation and receipt of alerts are both dependent on the locational infrastructure, assured connectivity, and services provided on an uninterrupted basis by the cellular and email service providers. The Customer accepts that timeliness, accuracy and readability of alerts sent by Barclays may depend on factors and events that are outside the reasonable control of Barclays including by reason of natural or man-made disasters or incidents, and Barclays has no ability in such circumstances to assure the Customer that alerts will always be timely or unfailingly delivered or received.
- The Customer has full responsibility for the security and confidentiality of his/ her mobile phone/mobile phone number, email address and device, and passwords.
- The Customer is solely responsible for informing The Bank in writing of any change in mobile phone number or e-mail address or account details and Barclays will not be liable for sending alerts or other information over the Customer’s mobile phone number/e-mail address not recorded with Barclays.

14.5 The Customer may contact Barclays:

- At the branches during customer service timings.
- using an Electronic Service, email or post with the relevant contact details provided by Barclays. Emails from the Customer are only effective when Barclays acknowledges receipt.
- Barclays may also publish notices or communication, including of a general nature, on its website [www.barclays.in](http://www.barclays.in) or on the notice board at a branch or in any other mode. Such communication and notices will have the same effect as notices served on the Customer.
- Barclays will ordinarily and usually contact only the account holders named in its records, subject to any legal or regulatory requirements or unless requested otherwise by the Customer.
- Barclays may record or monitor telephone calls and monitor electronic communications (including emails) with the Customer including for the purposes of service standards and quality controls and assurance.

## 15 Restricting transactions in an account and account closure

- 15.1 Barclays may restrict services with regard to, impose limits on transactions in and/or restrict operation of an account if,
- This is required under applicable law or regulation.
  - The account is classified as dormant. An account is classified as dormant if there are no customer-induced transactions for 2 (two) years in the account or any type of transactions that RBI may allow for not tagging an account as dormant. Customer induced transactions shall mean any debit transactions undertaken by a Customer in its account.
  - For implementing a court order or any order received from an authority or a government department or agency.
  - Barclays has reason to believe that the conduct of the account is improper.
- 15.2 Barclays may take action to close the account immediately in exceptional circumstances such as if Barclays reasonably believes that:
- the Customer is not eligible for the account.
  - the Customer has given any false information at any time.
  - the account is being used inappropriately, illegally or for criminal activity or may damage Barclays' reputation.
  - it is inappropriate for a person authorized by the Customer to operate the account.
  - Customer conduct is such that it is inappropriate for Barclays to maintain the account.
  - by maintaining the account Barclays might be in breach of a law, regulation, code or other duty which applies to Barclays.
  - the Customer has been declared bankrupt or otherwise insolvent by any court of competent jurisdiction.
  - the Customer has been in breach of the conditions which apply to the account.
  - minimum balance is not being maintained in the account.
  - closure is required as per RBI guidelines or in accordance with the requirements of other regulations or the law, or by a court order or by direction or instruction of an authority or a government department or agency.
  - Due notice of account restriction or closure will be given to the Customer.

## 16 Governing Law and Jurisdiction

- 16.1 The laws of India apply. The courts of Mumbai have exclusive jurisdiction. Barclays may take action in any other court of competent jurisdiction in India.