standard chartered global private bank

Guide to our Terms and Conditions

(UK Relationship Centre Terms and Conditions and Jersey Booking Centre Terms and Conditions)

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Purpose of this document

Welcome to Standard Chartered Global Private Bank.

This document acts a guide to your legal relationship with us. It is not a legal document and you should read the full terms and conditions carefully.

This document is divided into 4 sections:

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How we provide our service to you

Standard Chartered Global Private Bank provides its services to you through different entities in the Standard Chartered Group in London and Jersey.

These arrangements are set out in the table below:

Services	Who is responsible?
***Relationship Centre* services**, including: • Advisory services • Giving your instructions to your *Booking Centre* • Collecting information from you for your *Booking Centre* • Any other services which we separately agree	Standard Chartered Bank, United Kingdom (the "**Relationship Centre**"). We call this the *Relationship Centre* because this is where most of the individuals who will support you are based.
***Booking Centre* services**, including: • Opening and maintaining a private banking account in your name • Execution, clearing and settlement of transactions • Custody services • Credit and trading facilities, including overdraft	Standard Chartered Bank, Jersey Branch (the "**Booking Centre**"). We call this the *Booking Centre* because this is where your account is located and where your transactions are booked. You will have less direct contact with those in Jersey but we want to be clear with you that important services are performed from there.

In this document "**we**" and "**us**" refers to both your *Relationship Centre* and *Booking Centre*, unless otherwise specified.

Jersey is not part of the United Kingdom. When you conduct business with the *Booking Centre* you will not be eligible for:

- all or most of the protections provided under the United Kingdom's Financial Services and Markets Act 2000 ("**FSMA**") or
- compensation under the United Kingdom's Financial Services Compensation Scheme.

Our *Booking Centre* will be subject to the rules set by the Jersey Financial Services Commission. You may be eligible for compensation under the Jersey Banking Depositor Compensation Scheme.

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Guide to documents you will receive

You can find copies of the documents on our website at https://www.sc.com/en/banking/banking-for-individuals/private-banking/capabilities/resources/, or they are available upon request. Please speak to your Private Banker for more information.

Category	Document name and purpose
Onboarding	**UK *Relationship Centre* Terms and Conditions:** These terms apply to our provision of relationship services. **Jersey *Booking Centre* Terms and Conditions:** These terms apply to the provision of *Booking Centre* services. **Account Opening Document:** This form gives authority to your *Booking Centre* to open an account for you and specifies the authorisation mandate for instructions. It also sets out your investment profile and includes a formal agreement from you of the Jersey *Booking Centre* Terms and Conditions. **Letter of offer:** This is a letter from your *Booking Centre* offering to provide you with a specific product. However please note that many products or services agreements are not entered into by way of a letter of offer and will be subject to separate product or service agreements.
Costs and charges	**Fee Schedules:** These set out the fees applicable to the provision of products and services. The *Booking Centre* and *Relationship Centre* each have different schedules. **Illustration of Costs and Charges:** This demonstrates how the fees apply for different product types offered by the *Relationship Centre* in London.
Ongoing communications	**Research, commentaries or marketing information:** We may sometimes send you information on investments, products or markets which we provide for reference purposes which may think might interest you. **Statements:** The *Booking Centre* will send these to you on a monthly basis, unless otherwise agreed. **Approvals, confirmations or transaction records:** The *Booking Centre* will send these to you upon or after execution of a transaction for you.
Policies and disclosures	**Complaints Policy:** This sets out how we resolve any complaints made. **Order Execution Policy:** This sets out steps we take to obtain the best result for you when execution orders for you. **Risk Disclosure:** This sets out the risks which may apply to the various financial instruments or products which the *Booking Centre* offers to you. **Privacy Statement:** This sets out how to collect and process your personal data. You can find this on our website at https://www.sc.com/en/privacy-policy/.

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Key information that you need to be aware of

How we provide our services to you 1/4

Subject	Summary
Relationship Centre services	The *Relationship Centre* provides two types of advisory services: (i) on-demand advisory service – this is an advisory service made available to clients categorised as professional clients under the FCA Rules only and provided at point of sale; or (ii) enhanced advisory service – is an advisory service provided on an ongoing basis to: (a) clients categorised as professional clients under FCA Rules; or (b) retail clients who meet certain eligibility criteria. If you do not meet the eligibility criteria for our enhanced advisory service or our on-demand advisory service and these advisory services are therefore not available to you, the account(s) your *Booking Centre* maintains for you will be operated on an execution-only basis. We may introduce you to a range of products to help you identify suitable investments and make personal recommendations to you. Unless we agree with you otherwise, we are not obliged to advise you on your wider financial planning needs. We offer restricted advice. This means we only offer advice on our own products and a range of funds and structured products from a limited number of other providers that we have selected You can tell us about any restrictions you have, for example, you may not want to invest in a particular type of investment. We will otherwise provide advisory service in respect of any investment as long as it is suitable for you. Where we advise you on certain retail investment products (e.g. a life policy, a unit in a collective investment scheme, or saving scheme product), we may only recommend our own products or those from a limited number of other providers. You can ask us for a list of these. For other products, your Private Banker will tell you whether the recommendation was made from the whole of the market or whether it is made on another basis. We will offer you the opportunity to review your portfolio with us periodically.

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Key information that you need to be aware of

How we provide our services to you 2/4

Subject	Summary
Booking Centre services	The *Booking Centre* provides the following services: • Banking services, including taking deposits, maintaining foreign currency accounts and providing card and payment facilities • Execution, clearing and settlement services • Custody services, where we hold your investments for you • Credit and trading facilities, including arranged overdrafts and loans You should read the specific product agreement relating to these services which can be found in each respective section of the Jersey *Booking Centre* Terms and Conditions. Please note that the products may be subject to separate product agreements which will prevail in case of conflict with the terms of the Jersey *Booking Centre* Terms and Conditions.
How the *Relationship Centre* interacts with the *Booking Centre*	As part of the advisory services, the *Relationship Centre* will introduce you to a range of products and services provided by the *Booking Centre*. The *Relationship Centre* will liaise with your *Booking Centre* as part of the service it provides, but has no authority to commit the *Booking Centre* to actions on your behalf . The *Booking Centre* may provide you with separate products and services agreements. Unless expressly stated otherwise, each separate agreement you enter into with a *Booking Centre* would bind that *Booking Centre* only and not the *Relationship Centre*. We don't have to provide you with services if you are in default or don't satisfy our pre-conditions, such as providing documents we request.

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Key information that you need to be aware of

How we provide our services to you 3/4

Subject	Summary
Minimum Account Balance *(Booking Centre)*	The *Booking Centre* may require you to maintain a minimum account balance. If you do not maintain this balance, the *Booking Centre* may • charge you a fee to maintain the account; or • your Private Banker may move your account to a different business segment. You will be notified if this happens.
Client categorisation *(Relationship Centre only)*	We will categorise you in accordance with applicable rules. If you are categorized as a retail client, you can ask us to recategorize you as a professional client if you meet certain criteria, and must do so in writing. We will only accept a request for re-categorisation if we are permitted to do so under applicable rules. Retail clients have the highest degree of consumer protection. Professional clients may not benefit from protections such certain information and disclosure requirements.
Fees and costs	We will tell you about any fees and costs chargeable in relation to the services provided. The *Relationship Centre* and the *Booking Centre* have different fee schedules. These are revised periodically. You can find the latest version of each fee schedule here. You will be notified if additional fees apply. The *Booking Centre* may also charge you interest (including negative interest) from time to time, including on any overdue fees relating to product agreements.

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Key information that you need to be aware of

How we provide our services to you 4/4

Subject	Summary

Investment Profile and Suitability ***(Relationship Centre only)***	Where we provide you with advisory services, we are required to take reasonable steps to ensure that an investment is suitable for you. The reason for assessing suitability is to enable us to act in your best interests.
	To determine this, we will ask you for information which we think is relevant, such as your investment objectives, the length of time for which you hold the investment, you risk tolerance, experience and financial needs.
	You should tell us if there is anything else you think is relevant. It is important to provide us with accurate and up-to-date information so we can assess suitability. If we think a transaction or investment is unsuitable for you, we will tell you.
	• If you are not eligible to receive advisory services from your *Relationship Centre*; or
	• If you directly instruct your *Booking Centre* to enter into a transaction:
	    ❇ despite our advice that this is not suitable or appropriate for you, or
	    ❇ without advice from us,
	then this instruction will be considered "execution-only". This means we will not take responsibility for any such transactions.
	If you have a joint account we will ask all account holders to jointly decide on an investment profile for the account the *Booking Centre* maintains for you. However, we may choose to assess the investment profile of each joint account holder separately.

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Key information that you need to be aware of

Information about our ongoing relationship 1/3

Subject	Summary
How to give us instructions	You can give instructions to your Private Banker or directly to your *Booking Centre*. Unless we tell you that instructions must be given in a particular way, you can provide instructions by telephone, email or mail to the address that we tell you to send these to. We may have different contact details for different types of instructions or for different *Booking Centres*. You should allow us a reasonable period of time for your *Relationship Centre* to pass on your instructions to the *Booking Centre*, or for the *Booking Centre* to act on the instructions. If we receive an instruction on a non-banking day or after our "cut-off time" for a product, we may treat it as having been received on the next banking day. A banking day means a day on which banks are open for general business in the *Booking Centre* and/or *Relationship Centre* or both. You can tell the *Booking Centre* to stop an instruction. The *Booking Centre* will attempt to do so, but are not liable for any loss you incur if they cannot stop the instructions
We can refuse your instructions	We can refuse your instructions for reasons such as: • the instructions are unclear or incomplete or conflict with each other • if we think the instruction is unauthorised • if we reasonably believe that you have no legal or mental capacity to give instructions • if it is reasonable and practicable for us to do so, for example if it is illegal. We will try to tell you if we refuse your instructions or if we cannot process them, unless we cannot do so for regulatory reasons.
How we will contact you and send documents	We will contact you at your home address, phone number(s) or email address. If your contact details change, you must tell us so you can continue to receive communications from us. If you don't have an address in England or Jersey, we can ask you to appoint and maintain an agent with an address there. You agree to do this and give us confirmation of such appointment.

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Key information that you need to be aware of

Information about our ongoing relationship 2/3

Subject	Summary
Security requirements	We may need to check your identity in the following ways before providing you with services: • asking you to sign instructions that you give us in writing • asking you for proof of your identity (e.g. a passport or driving licence) when you come into a branch • where you telephone us, requiring you to identify yourself by means of a password, pass code or other personal identifier which we will agree with you personally • customer authentication for certain electronic banking services. You must tell us immediately if you become aware of or believe there is any error or irregularity in relation to your account or any security breach.
Variations we can make to the terms	We can change our terms and conditions immediately by notice to you under certain circumstances, such as needing to comply with a legal requirement. We can also make changes by giving you 30 days written notice or by making a public announcement on our website.
Joint account	If you have a joint account and your relationship with each other breaks down, you should contact us as soon as possible to arrange for the joint account to be closed and to open new accounts in separate names. We can refuse to accept or action the instructions from any one of you, and to act only on the joint instructions of all of you, if your instructions are in conflict.
Tax	We do not provide you with tax advice. You should seek independent professional advice. We will report income tax where we may be legally obliged to do so. You must accurately complete any relevant declarations of non-residence or other documents to help us determine if we need to make any tax reports. You are responsible for all taxes on the account which your *Booking Centre* maintains. You must provide us with complete, accurate and up-to-date information to help us ascertain your tax status. If any of the information you give us in incorrect or misleading, you may be subject to tax penalties.

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Key information that you need to be aware of

Information about our ongoing relationship 3/3

Subject	Summary
In the event of your death or incapacity	We must be notified as soon as possible after your death or incapacity by anyone seeking to act as your executor or legally entitled to act on your behalf or deal with your estate. In the case of death, we will need probate from Jersey to evidence death and authorisation to show an appointed executor or beneficiary has authorisation. In the case of incapacity, we need a certified copy of a legally recognised declaration of incapacity and evidence to show that someone has legal authority to deal with your estate. Our Jersey *Booking Centre* Terms and Conditions will continue to bind your estate until your accounts are closed by the person who is responsible for your affairs after your death or incapacity. If you are a joint account holder, the surviving joint account holder should notify us as soon as possible of death or incapacity by another account holder. We will continue to provide our services to the surviving joint account holders.

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Key information that you need to be aware of

How we hold your assets and protections you may have

Subject	Summary
Collateral *(Booking Centre only)*	You agree to provide the *Booking Centre* with adequate collateral. Collateral are any assets which you provide as security for any amount you owe to us. We will determine how much collateral is required. We may require you provide further or alternative collateral. We can ask for a valuation report at your cost, or which you must arrange and provide. You must not create any security interest over or deal with any collateral without our written consent.
Right to set off	If you owe money to us, or any member of the Standard Chartered Group, we can set off any amount against any money owed to you by us or any member of the Standard Chartered Group, without prior notice to you. The *Booking Centre* may hold assets for you. Unless otherwise agreed, these assets are subject to a "banker's lien". This means that the *Booking Centre* can set off any assets held for you or apply them as collateral for or towards any amount you owe to us or to settle a transaction. The *Booking Centre* can also sell or deal with the assets to satisfy these obligations.
You may be eligible for compensation in the event of insolvency	In the event that your *Relationship Centre* is unable to meet our obligations to you, you may have the right to seek compensation for up to £85,000 from the Financial Services Compensation Scheme (FSCS) in respect of certain services provided you are an eligible claimant. You may only be eligible if we provide banking or investment services to you. In the event that the *Booking Centre* is unable to meet its obligations to you, you may have the right to seek compensation from the Jersey Bank Depositors Compensation Board (the JBDCB). The protection is for eligible deposits up to £50,000. The JBDCB can pay out compensation to a maximum of £100 million in any five year period. Full details are available at www.gov.je/dcs

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Key information that you need to be aware of

Termination, cancellation and complaints 1/2

Subject	Summary
How to terminate the agreement	The London *Relationship Centre* Terms and Conditions will remain in effect unless otherwise you or we terminate them. Either of us can terminate our relationship by giving each other 30 days' notice in writing. Unless you have agreed that a different *Relationship Centre* will provide you with our services, this notice will also be deemed to be notice to each of your *Booking Centres* to close your accounts. We can also terminate our relationship with you immediately in exceptional circumstances. We will tell you afterwards. For example, this may happen if we think your account is being used for illegitimate purposes. We can also terminate our relationship without prior notice to you under certain circumstances (e.g. failure to pay us). After terminating our relationship, you must immediately repay us any money that you owe to us. Any rights and obligations of either of us which arose before termination will not be affected by the termination. You will not be entitled to any refunds paid in connection with our terms and conditions. These termination provisions also apply to the Jersey Terms and Conditions and any other product agreement you have with the *Booking Centre*.
Cancellation	You can cancel any of the services or products we provide to you within 14 days from the later of (i) the date of the relevant terms and conditions; and (ii) the date that the relevant terms and conditions were received by you. You can give notice of cancellation in writing to your Private Banker.
Limitation of liability and indemnity	We are not responsible for any losses you incur in connection with our services, except where it would be unlawful for us to exclude or limit our liability to you. We are not liable for any loss if your Private Banker, or any of our employees or agents, acts without authority. You will reimburse us for any loss which we may suffer, directly or indirectly, as a result of your breaching our *Relationship Centre* Terms and Conditions, *Booking Centre* Terms and Conditions and/or any other agreement or obligation with any member of the Standard Chartered Group. You agree to indemnify us against any costs we incur in connection with services we provide to you. The full list of costs you indemnify us against is set out in the respective terms and conditions.

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Key information that you need to be aware of

Termination, cancellation and complaints 2/2

<table>
<tr><th>Subject</th><th colspan="2">Summary</th></tr>
<tr><td rowspan="5">Complaints</td><td colspan="2">If you have any suggestions, enquiries or complaints, you can contact your Private Banker in person or by telephone.
You can also write to:</td></tr>
<tr><td>Relationship Centre
Address: Complaints Handling Officer, Standard Chartered Bank, 1 Basinghall Avenue, London, EC2V 5DD United Kingdom.
Email: Contact.PVBUK@sc.com</td><td>Booking Centre
Head of Client Service, Standard Chartered Bank, PO Box 80, 15 Castle Street, St Helier, Jersey, JE4 8PT.</td></tr>
<tr><td colspan="2">We will aim to resolve your complaint as soon as possible. If you are not satisfied with our response, you can:</td></tr>
<tr><td>Relationship Centre
Refer your complaint to the Financial Ombudsman Service (FOS). The FOS will usually only review your complaint if you refer it within 6 months of the date of our final response. Further details about FOS can be found here: http://www.financial-ombudsman.org.uk</td><td>Booking Centre
Refer the complaint to the Channel Islands Financial Ombudsman (CIFO) within 6 months of the date of our final response. Further details about CIFO can be found www.ci-fo.org</td></tr>
<tr><td colspan="2"></td></tr>
<tr><td rowspan="2">Governing law and courts</td><td>Relationship services (under the UK Relationship Centre Terms and Conditions): English law and courts</td><td>Booking Centre services (under the Jersey Booking Centre Terms and Conditions): Jersey law and courts</td></tr>
<tr><td colspan="2">Each respective court will have exclusive jurisdiction to settle any dispute (including non-contractual disputes) arising out of or in connection with the respective agreements. You can only initiate action relating to the services provided in each respective jurisdiction.
We can take enforcement proceedings in any number of jurisdictions where you have assets at the same time to the extent that it is lawful for us to do so.</td></tr>
</table>

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Contact us

Relationship Centre	Booking Centre
Standard Chartered Bank is incorporated in England with limited liability by Royal Charter 1853 Reference Number ZC18. Standard Chartered Bank is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (reference number 114276). Address: 1 Basinghall Avenue, London, EC2V 5DD Telephone: +44 207 885 8888	Standard Chartered Bank, Jersey Branch is regulated by the Jersey Financial Services Commission. Address: PO Box 80, 15 Castle Street, St Helier, Jersey JE4 8PT Telephone: +44 1534 704 000

Website: https://www.sc.com/en/banking/banking-for-individuals/private-banking

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