



AIB Group (UK) p.l.c.

General Terms and Conditions

1 Definitions

Definitions

In these General Terms :

- 1.1 **'The Bank'** means AIB Group (UK) p.l.c.
- 1.2 **'The Borrower'** means the person or persons to whom the Facility Letter is addressed and in the event of the Borrower being constituted by more than one person the obligations of such persons to the Bank shall be joint and several with each person fully liable for the full debt. References to a person or persons are to be construed to include corporations firms companies partnerships individuals associations and other entities whether or not a separate legal entity.
- 1.3 **'Base Rate'** means the sterling base rate of AIB Group (UK) p.l.c. unless the contrary is indicated in the Facility Letter to which these General Terms are attached.
- 1.4 **'Business Day'** means a day on which the Bank is open for business in Great Britain.
- 1.5 **'Event of Default'** means the happening of an event or circumstance noted in clause 8.2 (Event of Default)
- 1.6 **'The Facility'** means the facility or facilities offered to the Borrower under the Facility Letter.
- 1.7 **'The Facility Letter'** means the facility letter addressed to the Borrower in which these General Terms are incorporated as varied from time to time.
- 1.8 **'Guarantor'** means any person required to give a guarantee under the Facility Letter and who by giving the guarantee or third party security, either limited or unlimited, may be liable for the full debt or part of it.
- 1.9 **'Mortgagor'** means any person required to give a legal mortgage or other form of security under the Facility Letter.
- 1.10 **'Specific Terms'** means any Term or Condition contained in the Facility Letter.
- 1.11 **'Term Loan'** means any loan facility which is repayable to the Bank by instalments over an agreed period or on or by a specific date.
- 1.12 **'Review'** means such periodic review of the Borrower's and/or Guarantor's repayment capacity, their general financial condition and the value of security provided as the Bank may from time to time require at its absolute discretion. 'Reviewed' shall be construed accordingly.

2 General

- 2.1 All Terms and Conditions herein outlined must be read in conjunction with the Specific Terms. In the event of any conflict between the General Terms and the Specific Terms then the Specific Terms shall prevail.
- 2.2 The Bank will require 2 prior Business Days notice of the intention to draw down the Facility or any part of it.
- 2.3 The Borrower in accepting the Bank's offer of the Facility hereby irrevocably authorises the disclosure to the Bank by any person or by the Bank to any person of such information about the Borrower and any of its subsidiaries and their

respective business affairs and financial conditions as the Bank may at any time require or consider appropriate in relation to any existing liability or potential liability to the Bank.

- 2.4 Unless the Bank's written agreement to the contrary is obtained, the Facility must be accepted (in accordance with Clause 13 of these General Terms) within one calendar month of the date of the Facility Letter. If not, the Facility will be treated as lapsed and withdrawn without the Bank having to give any prior notice. During the period of one calendar month from the date of the Facility Letter the Bank reserves the right to withdraw any Facility that has not been accepted and will notify the Borrower in writing of the withdrawal.
- 2.5 The Bank reserves the right to withdraw or vary the terms of the Facility Letter at any time prior to the drawdown of the Facility should there be, in the Bank's opinion any reason for so doing. The Bank will advise the Borrower and/or any Guarantor in advance in the event of such withdrawal or variation.
- 2.6 The Bank will provide statements as and when requested by the Borrower, or on a 6 monthly basis from the date of the first draw down of the Facility.
- 2.7 The Bank will detail the basis for its charges in the form of published tariffs available at branches.
- 2.8 Making a complaint - customers of Allied Irish Bank (GB)

If at any time you are dissatisfied with our service please let a member of staff in your branch (or service outlet) know, giving them the opportunity to put things right as quickly as possible. If you wish to make a complaint you may do so in person, by telephone, in writing and by email. Please be assured that all complaints received will be fully investigated. You can register a complaint through our contact centre, our branches, our website, by phone, by email or in person at your branch. We ask that you supply as much information as possible to help our staff resolve your complaint quickly. We ask that you provide the following information:

- your name, address, Sort Code and Account Number.
- a summary of your complaint.
- if feasible, any relevant documentation.

We value your feedback and will try to resolve your complaint as soon as possible. In the event that your complaint cannot be resolved to your satisfaction you may have the right to refer the matter to the Financial Ombudsman Service. You must refer your complaint to the Financial Ombudsman Service within six months from the date of our final response letter. You can contact them at: Financial Ombudsman Service

Exchange Tower

London E14 9SR

Telephones: 0800 023 4567

+44 20 7964 1000 (for calls from outside the UK)

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

- 2.9 In the event of financial difficulty, the Borrower and/ or any Guarantor are encouraged to advise the Bank at the earliest opportunity so that the Bank can give consideration to such difficulty.

3 Data Protection Notice - AIB Group (UK) plc

Effective 1 April 2021

We respect your trust in us to use, store and share your information. In this notice, we explain how we collect personal information about you, how we use it and how you can interact with us about it.

We try to keep this notice as simple as possible but if you are unfamiliar with our terms, or want more detail on any of the information here, please see our website's Frequently Asked Questions section or our contact details at aibni.co.uk/data-protection or www.aibgb.co.uk/Data-protection. You can also ask for more details at your local branch.

1. Who we are

In this notice, 'we', 'us' and 'our' refers to AIB Group (UK) p.l.c. which includes AIB (NI), Allied Irish Bank (GB) and Allied Irish Bank (GB) Savings Direct, and AIB Group which refers to Allied Irish Banks, p.l.c., its subsidiaries, affiliates and their respective parent and subsidiary companies. For more information about our group of companies, please visit www.aibgroup.com.

We share your information within AIB Group to help us provide our services, comply with regulatory and legal requirements, and improve our products.

2. Data Protection Officer

Our Data Protection Officer oversees how we collect, use, share and protect your information to ensure your rights are fulfilled. You can contact our Data Protection Officer at UKDPO@aib.ie or by writing to them at: Data Protection Officer, AIB Group (UK) p.l.c., 92 Ann Street, Belfast, BT1 3HH.

3. How we collect information about you

We collect personal information from you, for example when you open an account; make a deposit; apply for products and services; use your credit or debit card; complete transactions; or look for advice. We also collect information through our website, apps, social media, discussion forums, market research and CCTV footage. We will sometimes record phone conversations and we will always let you know when we do this.

We may collect information to identify you through voice, facial or fingerprint (biometric data) recognition technology. We always ask for your consent to do this.

Our websites use 'cookie' technology. A cookie is a little piece of text that our server places on your device when you visit any of our websites or apps. They help us make the sites work better for you.

When you apply to us for products and services, and during the time you use these, we carry out information searches and verify your identity. We do this by sending and receiving information about you to and from third parties including credit reference agencies and fraud prevention agencies. We and these agencies may keep records of our searches whether or not the product or service goes ahead.

4. How we keep your information safe

We protect your information with security measures under the laws that apply and we meet international standards. We keep our computers, files and buildings secure.

When you contact us to ask about your information, we may ask you to identify yourself. This is to help protect your information.

5. How long we keep your information

To meet our legal and regulatory obligations, we hold your information while you are a customer and for a period of time after that. We do not hold it for longer than necessary.

6. Meeting our legal and regulatory obligations

To use your information lawfully, we rely on one or more of the following legal bases:

- performance of a contract;
- legal obligation;
- protecting the vital interests of you or others;
- public interest;
- our legitimate interests; and
- your consent.

To meet our regulatory and legal obligations, we collect some of your personal information, verify it, keep it up to date through regular checks, and delete it once we no longer have to keep it. We may also gather information about you from third parties to help us meet our obligations. If you do not provide the information we need, or help us keep it up to date, we may not be able to provide you with our products and services.

7. Consent

Sometimes we need your consent to use your personal information. With direct marketing for example, we need your consent to make you aware of products and services which may be of interest to you. We may do this by phone, post, email, text or through other digital media.

You can decide how much direct marketing you want to accept when you apply for new products and services. If we ever contact you to get your feedback on ways to improve our products and services, you have the choice to opt out.

When we use sensitive personal information about you, such as medical or biometric data, we ask for your consent. Before you give your consent, we tell you what information we collect and what we use it for. You can remove your consent at any time by contacting us.

8. How we use your information

We use information about you to:

- provide relevant products and services;
- identify ways we can improve our products and services;
- maintain and monitor your products and services;
- protect both our interests;
- meet our legal and regulatory obligations; and
- decide and recommend how our products and services might be suitable for you.

To provide our products and services under the terms and conditions we agree between us, we need to collect and use personal information about you. If you do not provide this personal information, we may not be able to provide you with our products and services.

We analyse the information that we collect on you through your use of our products and services and on our social media, apps and websites. This helps us understand your financial behaviour, how we interact with you and our position in a market place. Examples of how we use this information includes helping protect you and others from financial crime, offering you products and services and personalising your experience.

We may report trends we see to third parties. These trend reports may include information about activity on devices, for example mobile phones, ATMs and self-service kiosks, or card spend in particular regions or industries. When we prepare these reports, we group customers' information

and remove any names. We do not share information in these reports that can identify you as a customer, such as your name, or account details.

We sometimes use technology to help us make decisions automatically. For example, when you apply for a loan online. Before we make a decision, we automatically score the information you give us, any information we already hold about you, and any information we may get from other sources.

9. Your information and third parties

Sometimes we share your information with third parties.

For example to:

- provide products, services and information;
- analyse information;
- research your experiences dealing with us;
- collect debts;
- sell your debts;
- sell whole or part of our business;
- prevent financial crime;
- help trace, investigate and recover funds on your behalf;
- trace information; and
- protect both our interests.

In order to process your application we will supply your personal information to credit reference agencies (CRAs) and they will give us information about you, such as about your financial history. We do this to assess creditworthiness and product suitability, check your identity, manage your account, trace and recover debts and prevent criminal activity.

We will also continue to exchange information about you with CRAs on an ongoing basis, including about your settled accounts and any debts not fully repaid on time. CRAs will share your information with other organisations. Your data will also be linked to the data of your spouse, any joint applicants or other financial associates.

The personal information we have collected from you will be shared with fraud prevention agencies who will use it to prevent fraud and money-laundering and to verify your identity. If fraud is detected, you could be refused certain services, finance or employment.

Further details of the CRA's and fraud prevention agencies, and how they process your information can be found at our websites.

We expect these third parties to have the same levels of information protection that we have.

We also have to share information with third parties to meet any applicable law, regulation or lawful request. When we believe we have been given false or misleading information, or we suspect criminal activity we must record this and tell law enforcement agencies, which may be either in or outside the UK.

10. International transfers of data

We may transfer your personal information outside of the United Kingdom (UK) and the European Economic Area (EEA) to help us provide your products and services. We expect the same standard of data protection is applied outside of the UK and EEA to these transfers and the use of the information, to ensure your rights are protected.

11. Your personal information rights

You will find information about your rights, when they apply and our responsibility to you on our website's Frequently Asked Questions section.

You can exercise your rights by calling into a branch, using our social media channels, phoning or writing to us. Further information and our contact details are available on our websites at aibni.co.uk/data-protection or www.aibgb.co.uk/Data-protection

We can help you with:

Accessing your personal information: You can ask us for a copy of the personal information we hold. You can ask us about how we collect, share and use your personal information.

Updating and correcting your personal details.

Removing consent: You can change your mind wherever you give us your consent, such as for direct marketing, or using your sensitive information, such as medical or biometric data.

Restricting and objecting: You may have the right to restrict or object to us using your personal information or using automated decision making.

Deleting your information (your right to be forgotten). You may ask us to delete your personal information.

Moving your information (your right to Portability). Where possible we can share a digital copy of your information directly with you or another organisation.

When you contact us to ask about your information, we may ask you to identify yourself. This is to help protect your information.

We generally do not charge you when you contact us to ask about your information.

12. Making a complaint

If you have a complaint about the use of your personal information, please let a member of staff in your branch (or service outlet) know, giving them the opportunity to put things right as quickly as possible. If you wish to make a complaint you may do so in person, by telephone, in writing and by email. Please be assured that all complaints received will be fully investigated. You can register a complaint through our contact centre, our branches, our Website, by phone, by email or in person at your branch. We ask that you supply as much information as possible to help our staff resolve your complaint quickly.

You can also contact the Information Commissioner's Office at www.ico.org.uk

13. Updates to this notice

We will make changes to this notice from time to time, particularly when we change how we use your information, and change our technology and products.

You can always find an up-to-date version of this notice on our website at aibni.co.uk/data-protection or www.aibgb.co.uk/Data-protection. You will also find a copy on display at your local branch, or you can ask us for a copy.

4 Independent Legal Advice

- 4.1 Unless expressly agreed in writing the Bank does not hold itself responsible for providing advice or indicating suitability of products for a person's particular circumstances. The Borrower and any Guarantors or Mortgages should always obtain independent professional advice on such matters and upon any security or guarantee required by the Bank.
- 4.2 The Bank does not, nor does it purport to, offer advice as to whether it is appropriate for the Borrower and/ or any Guarantor to proceed with the Facility. The issue of the

Facility Letter shall not imply that the Bank considers that the Facility is appropriate to the Borrower's circumstances and the Borrower should obtain independent professional advice on such matters.

5 Conditions of Offer

The Facility may not be drawn down until such time as all the Specific Terms have been agreed to and where applicable satisfied. In addition, the following conditions will always apply and where appropriate must be satisfied prior to draw down unless written agreement to the contrary is given by the Bank.

- 5.1 All legal and other costs relating to the Facility including but without limitation the cost of negotiation, preparation and completion of the Facility Letter and any security documentation, the enforcement of the Borrower's liabilities and the protection and realisation of security, shall be payable on a full indemnity basis by the Borrower, whether or not the Borrower draws down the Facility.
- 5.2 Independent professional valuations (solely for the Bank's purposes) by the Bank's panel valuer are to be provided by the Borrower, when required, to the satisfaction of the Bank. The costs of these valuations and any subsequent valuations will be met by the Borrower whether or not the Borrower draws down the Facility.
- 5.3 Where the Facility Letter provides for a Borrower's contribution this is to be introduced prior to draw down of the Facility and to the satisfaction of the Bank.
- 5.4
- 5.4.1 For all company Borrowers, Guarantors and Mortgagors the Bank will require a copy of the company's Certificate of Incorporation and Memorandum and Articles of Association certified as true and up to date by the Company Secretary/Solicitor.
- 5.4.2 In the case of other Borrowers, Guarantors and Mortgagors including foreign corporations the Bank shall require such appropriate documentation as it shall think fit.
- 5.5 The Borrower shall keep all property and assets of the Borrower charged to the Bank of an insurable nature fully insured with reputable insurers against all risks usually insured against by a prudent person and all risks as the Bank may otherwise require. The Borrower shall ensure that any interest of the Bank is noted on all such policies of insurance prior to first draw down and shall supply copies of all such policies to the Bank prior to first draw down and at any time thereafter upon request by the Bank.
- 5.6 The Borrower shall supply to the Bank the following financial information in accordance with the accounting principles and practices generally accepted in the UK:
- 5.6.1 Copies of the Borrower's audited or, where appropriate, certified trading and profit and loss accounts and balance sheet as soon as they are available and not later than 180 days after each balance sheet date together with unaudited interim statements (if they are required by the Bank) as soon as possible after the end of each relevant period; and
- 5.6.2 Any other information which the Bank may request from time to time to include but without limitation forecasts of Profit and Loss, Balance Sheet and Cash flow.
- 5.7 The Borrower will not and will ensure that none of its subsidiaries will, without the prior written consent of the Bank, dispose of any material part of its business or the assets used therein, nor make any material changes that would alter the nature of its business.
- 5.8 The Borrower will not and will ensure that none of its subsidiaries will, without prior written consent of the Bank, create any mortgage, charge, lien or pledge over any of its assets, either present or future.

- 5.9 No capital expenditure above any specific limit stipulated by the Bank from time to time is to be undertaken without the Bank's consent.
- 5.10 The Borrower must maintain an operating Current Account with the Bank throughout the life of the Facility unless otherwise agreed in writing and the Bank may charge to that Current Account all amounts due in respect of the Facility.
- 5.11 All security will be in such form as the Bank may require and will extend to cover present and future obligations to the Bank and must be provided to the satisfaction of the Bank and its legal advisers prior to draw down of the Facility.
- 5.12 If in the opinion of the Bank there shall be a fall in the asset cover/security below the Bank's requirement the Borrower shall upon demand by the Bank provide to the Bank at the Borrower's expense such additional security as shall satisfy the Bank based upon up-to-date professional valuations of such additional security and any existing security.
- 5.13 The Facility will be reviewed annually or as required by the Bank.

6 Interest and Charges

- 6.1 The Bank's standard tariff available from all branches will apply in respect of service charges and will be subject to amendment from time to time. An additional service fee will also be charged on each and every occasion of a breach of the Specific Terms or the General Terms.
- 6.2 The Facility is subject to either monthly or quarterly interest as normally stated in the Specific Terms, but if not, interest will be calculated on a day-to-day basis and will be charged either quarterly in March, June, September and December or monthly in arrears.
- 6.3 Accounts which are not conducted in accordance with the terms of the Facility Letter (including requirement for review of the Facility) may be subject to excess interest in addition to the rate of interest specified in the Facility Letter. Details of this are available from your branch or on our website aibgb.co.uk/interest-rates/lending-rates
- 6.4 Without prejudice to its rights under 6.3 above the Bank reserves the right to vary the margin over Base Rate specified in the Facility Letter if, in its reasonable opinion it perceives a change in the risk associated with the Facility and/or there has been a breach of the terms of the Facility Letter.
- 6.5 Your facility has been agreed for a fixed term. On application by you in advance of the expiry of the facility the Bank may, but shall not be obliged to, extend the facility for such a period as the Bank shall agree with you. A temporary extension fee will be payable in this regard, details of which will be available from your branch.

7 Repayment

- 7.1 A Term Loan may be repaid in full at any time by the Borrower provided that three months additional interest at the then current rate will be payable on the date of early settlement. This additional amount will be calculated on the loan balance outstanding immediately prior to early settlement. (Please note that if there have been previous reductions over and above agreed repayment terms which the Bank have accepted, the Bank reserves the right to add these sums to the outstanding balance, for the purpose of calculating the additional early settlement interest payable.)
- 7.2 Subject to 7.1 above the Borrower may terminate the Facility by written notice to the Bank, together with the repayment of all monies due thereunder. Part repayment of a variable rate Term Loan, however, may only be effected with the Bank's consent and on such terms as the Bank in its reasonable discretion may agree to.
- 7.3 The Bank shall be entitled to vary the amount of the payments or repayments to be made by the Borrower in respect of a Term Loan at its complete discretion with effect

from such date or dates as the Bank may specify to ensure clearance of the Term Loan and all other monies due or becoming due to the Bank under the terms of the Facility within the agreed period of the Facility. Upon doing so the Borrower will be advised of any such variation in writing.

7.4 There may be a balance left unpaid after the Borrower's last repayment date due to

- fluctuating interest rates
- early draw down
- arrears
- accrued interest

Should this occur, we will either:

- a) continue to rely on any direct debit and/or standing order instruction the Borrower has given in relation to the agreement;
- b) accept a new standing order instruction for the required repayment amount; and/or
- c) agree another repayment arrangement with the Borrower,

until the Borrower has repaid the full amount that the Borrower owes the Bank under the agreement. This may mean, for example, that the Borrower may need to make a higher number of repayments than set out in the agreement to repay the Borrower's loan in full or that the total amount the Borrower has to repay under the agreement is higher.

Notwithstanding above, we reserve the right to demand immediate repayment of any balance left unpaid after the Borrower's last scheduled repayment date.

After the Borrower has made all of the scheduled repayments, if any credit balance remains, it will become immediately available to the Borrower.

7.5 If the Facility is not repaid in full following a demand then subject to any additional interest payable under Clauses 6.3 and/or 6.4 interest shall continue to accrue at the rate applicable under the Facility Letter.

7.6 If so required by the Bank, the Borrower shall make all payments or repayments in respect of the Facility by Standing Order or Direct Debit to such Account as the Bank may from time to time nominate.

8 Event of Default

8.1 Upon the happening of an Event of Default, a Term Loan shall become due and payable on demand, and any outstanding obligation of the Bank to make a loan or to permit further drawdowns pursuant to the Facility shall be terminated.

8.2 An Event of Default occurs when:

- 8.2.1 The Borrower fails to make a repayment in accordance with the Facility Letter within 14 days from the date on which it is due to be paid.
- 8.2.2 The Borrower fails to comply with the terms of the Facility Letter.
- 8.2.3 The Borrower does not utilise the Facility for the purpose for which it was granted.
- 8.2.4 Any representation, warranty, or undertaking from time to time made to the Bank by the Borrower, or any information provided to the Bank by the Borrower pursuant to the Facility Letter is or shall become incorrect, or misleading in a material respect.
- 8.2.5 Liquidation/bankruptcy proceedings are commenced against the Borrower or any Guarantor or Mortgagor or any of their subsidiaries.
- 8.2.6 A Receiver, Administrative Receiver, Administrator or other similar official is appointed in respect of any of the property of the Borrower or of any Guarantor or Mortgagor or any of their respective subsidiaries or if any mortgagee takes or attempts to take possession of such property.
- 8.2.7 Any application or petition is issued for the making of an Administration Order or individual voluntary arrangement in relation to the Borrower or any of its

subsidiaries or any Guarantor or Mortgagor.

8.2.8 Security provided becomes unenforceable or inadequate and the Borrower does not provide replacement or additional security to the Bank's satisfaction or if the Bank shall receive notice of the creation of any further charge, encumbrance or disposition relating to the security given for the Facility, or any part thereof, and such charge, encumbrance or disposition has been created without the prior written consent of the Bank.

8.2.9 Any insurance cover which the Bank requires to be maintained for the purposes of the Facility is withdrawn, amended or avoided without the Bank's prior consent.

8.2.10 Any circumstances occur which in the Bank's opinion prejudices or is likely to prejudice any security or the performance of the Borrower's obligations to the Bank under the Facility.

8.2.11 Any change in ownership of the Borrower or any of its subsidiaries occurs without the prior written consent of the Bank.

8.2.12 The Borrower ceases or threatens to cease to carry on its business or stops or threatens to stop payment of its debts, or changes the nature of its business or is deemed to be insolvent.

8.2.13 For any reason anything is done or is omitted to be done as a result of which the Borrower is or is liable to be struck off the Register of Companies.

8.2.14 Any license, authorisation, consent or registration at any time necessary to enable the Borrower to comply with its obligations to the Bank, or to carry on its business in the normal course shall be revoked, or if it becomes illegal for the Bank to make or maintain the whole or part of any advance or otherwise to perform any of its obligations here under.

8.2.15 During the existence of the Facility the Bank is not furnished with all information that it may reasonably require in regard to the business of the Borrower.

8.2.16 Any Guarantor giving notice to terminate its liability under the guarantee.

8.2.17 Any other indebtedness of the Borrower is not paid or becomes due or capable of being declared due, prior to its stated maturity.

9 Reserve Requirement

In the event that any change in applicable law or regulation or in the interpretation thereof by a Government Authority charged with the administration of the same shall subject the Bank to any tax in respect of the Facility (other than the tax on overall net income) and/or impose, modify or deem applicable any reserve requirements against any assets or deposits with or for the account of the Bank and the result of the foregoing is to increase the cost to the Bank of making or maintaining the Facility by an amount which the Bank deems material, THEN:

- 9.1 The Bank shall notify the Borrower in writing of the happening of such event and the rate of interest payable by the Borrower shall be increased by such amount as shall be prescribed by the Bank being the amount which will, in the Bank's opinion, compensate the Bank for such additional cost; and
- 9.2 The certificate of a Manager of the Bank shall as regards the amount of any additional interest payable be final and conclusive.

10 Representations and Warranties

10.1 On acceptance of the Facility, when draw down occurs and at half-yearly intervals thereafter, the Borrower, represents and warrants that:

- 10.1.1 The Borrower and any Guarantor and/or Mortgagor

is legally empowered to incur the indebtedness and/or liabilities contemplated under the Facility Letter; there is no restriction whatsoever on their ability to perform the terms of the Facility Letter and no Event of Default has occurred.

- 10.1.2 There has not been any material adverse change in the financial condition of the Borrower and/or any Guarantor and/or Mortgagor and its or their subsidiaries each taken as a whole since the date of the last audited consolidated accounts before each date on which these representation and warranties are given, nor are there threatened or pending any legal or other proceedings which could result in any such material adverse change.
- 10.1.3 Any Guarantor is legally empowered to give its guarantee and any Guarantor and/or Mortgagor is legally empowered to give the security required under the Specific Terms.

11 Applicable Law, Notice and Set-Off

- 11.1 Where the Borrower's jurisdiction of incorporation or resident jurisdiction is located in or assets are primarily situated and/or located in:
- 11.1.1 England and Wales, the Facility Letter and the General Terms shall be governed by and construed in accordance with the Laws of England and Wales; or
- 11.1.2 Scotland, the Facility Letter and the General Terms shall be governed by and construed in accordance with Scottish Law and Scottish Courts shall have jurisdiction in respect thereof,
- However when it considers it appropriate the Bank may take proceedings against the Borrower in any court of competent jurisdiction (whether concurrently or not with any other proceedings).
- 11.2
- 11.2.1 The Bank may apply any credit balance (whether or not then due and in whatever currency) which is at any time held by any office or branch of the Bank for the Account of the Borrower in or towards satisfaction of any sum then due and payable from the Borrower under the Facility Letter and in respect of which default in payment has occurred. The Bank will notify the Borrower of such application in advance.
- 11.2.2 For the purposes of exercising any rights under 11.2.1 above or any rights under the general law the Bank may convert or transfer all or any part of such credit balances into another currency applying a rate which in its opinion fairly reflects prevailing rates of exchange.
- 11.2.3 The Bank is not obliged to exercise any of its rights under this Clause which shall be without prejudice and in addition to any rights under the general law.
- 11.2.4 In this Clause 'rights under the general law' means any right of set off combination or consolidation of accounts lien or similar rights which the Bank has under any applicable law.
- 11.2.5 In relation to debit and credit balances on any Account which forms part of a global facility to more than one borrower, (a 'Relevant Account') the Bank will be entitled to set off and apply all credit balances on any Relevant Account in or towards satisfaction of any debit balances on any Relevant Account at any time after any default by any Borrower with a Relevant Account. This includes joint accounts whereby the other account holder(s) may not be part of the Loan Agreement.
- 11.3 Any demand or notice required under the Facility Letter or the General Terms shall be in writing and (without prejudice to any other effective means of serving it) may be served on the Borrower personally or by post and either:

- 11.3.1 if the Borrower is a company by delivering such demand or notice to any of its offices at any place or by dispatching it addressed to the company at its registered or principal office for the time being or at any of its places of business last known to the Bank; or
- 11.3.2 if the Borrower is a person by delivering such demand or notice to or by dispatching it to the Borrower or his or her personal representatives at the place known to the Bank as his or her usual place of business or residence. Any such demand or notice in person shall be deemed to have been received immediately upon delivery. Any such demand or notice sent by post shall be deemed to have been received on the first Business Day following the day on which it was posted even if returned undelivered.

12 Exclusion of Liability, Delay or Omission

- 12.1 The Bank accepts no liability for the consequences of any omission, error, delay or other default (which results in any loss to the Borrower), in carrying out a transaction or providing a service where such an omission, error, delay or other default is caused by any industrial dispute or strike whatsoever (whether or not involving the Bank's own employees) or any form of circumstances outside the Bank's control including, but not limited to any fire, flood, explosion, riot, Government Act, failure of power or equipment or war.
- 12.2 No delay or omission on the part of the Bank in exercising any right or power under these General Terms or under the Specific Terms shall impair such right or power and any single or partial exercise thereof shall not preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Bank in respect of these General Terms and under the Specific Terms are cumulative and not exclusive of any right or remedy provided by law.

13 Acceptance

- Acceptance of the Facility Letter is signified by:
- 13.1 For Company Borrowers, the return of a duplicate of the Facility Letter signed by an authorised official of the Company together with confirmations that the Bank may accept instructions relating to the Facility from officials authorised under the Bank's signing mandate.
- 13.2 For Personal Borrowers, the return of a copy of the Facility Letter signed by the Borrower(s) as acceptance of personal liability (on a joint and several basis for joint borrowers) for the Facility and of the terms of the Facility Letter, and authorising the Bank to accept instructions relating to the Facility from the agreed parties.

14 Confidentiality and Assignment

- 14.1 The Bank will be entitled to give any proposed assignee, chargee, transferee or sub participant, and its or their professional advisors, such information as the Bank deems necessary relating to the Borrower, the facility and the security.
- 14.2 The Bank may in its absolute discretion transfer assign or charge (either in law or in equity) any security held by the Bank under the terms of the Facility Letter and/ or the benefit of any such security and all rights claims and entitlements of the Bank against the Borrower or Guarantor or Mortgagor and any other person to any other person at any time and from time to time and such transferee assignee or chargee shall be entitled to exercise all of the Bank's rights discretions and entitlements under such security.

Call into any business centre | Phone 0345 6005 925[†] | www.aibgb.co.uk[†]

[†]Call charges may vary please refer to your service provider.



Information correct as at September 2021

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