Business Fixed Saver

Terms and Conditions

2 February 2023
Business Fixed Saver

Terms and Conditions

These terms and conditions together with the Summary Box govern each Fixed Saver (FS Terms and Conditions). These FS Terms and Conditions supplement and form part of your Agreement with us in respect of each Fixed Saver. Except where otherwise defined in these FS Terms and Conditions, terms defined in the General Part will have the same meaning in these FS Terms and Conditions.

In the event of a conflict between any provision in these FS Terms and Conditions, the Business Current Account Schedule and the General Part, these FS Terms and Conditions will prevail, followed by the Business Current Account Schedule, followed by the General Part. Please note that, the provisions set out in the section in the General Part entitled ‘Spaces’ will not apply to your Fixed Saver.

Any references to “Company”, “you” or “your” in these FS Terms and Conditions, means the customer (i.e. the limited company or limited liability partnership opening the Fixed Saver). Where the context requires “you” and “your” can also mean an Authorised Individual acting on your behalf.

Confirmation Statements

You confirm that:

- the person entering into these FS Terms and Conditions on your behalf is an Authorised Individual (and that you will provide reasonable written evidence of such authority promptly on request);
- each Authorised Individual has the capacity and authority to enter into these FS Terms and Conditions and to open and and manage the Fixed Saver on your behalf; and
- each Fixed Saver shall only be used for business purposes.

If any of the confirmations listed above become false, inaccurate or misleading, you must inform us immediately.

Operation of your Fixed Saver

You may apply to open a Fixed Saver within a Business Current Account. You must fund each Fixed Saver with your chosen deposit amount (the Deposit Amount) as part of the process of opening the Fixed Saver. You will not be able to make any further payments into that Fixed Saver once you have paid in the Deposit Amount. Payment of the Deposit Amount into the Fixed Saver must be made from the Business Current Account.

Each Authorised Individual will have access to each Fixed Saver through the App and Online Banking and will have full permission to use any of the features without having to seek permission from any other Authorised Individual.
Term

Each Fixed Saver is available for the term set out in the relevant Summary Box (the Term). The Term of your Fixed Saver begins on the date on which it is opened and funded with the Deposit Amount.

We will contact you prior to the end of the Term to provide you further information about your Fixed Saver.

Limits

We may set limits and restrictions on the number of Fixed Savers you may have at any time and the minimum or maximum amounts that you can deposit into an individual Fixed Saver or in aggregate across all your Fixed Savers at any time. You can find out more about these limits and restrictions on the website or in the App.

Interest

The Deposit Amount in your Fixed Saver will accrue interest at the relevant Interest Rate set out in the Summary Box.

Interest will be calculated and paid in accordance with the information set out in the relevant Summary Box.

The Interest Rate will not change during the Term.

Exceptionally, if we allow you to cancel your Fixed Saver outside the Cooling Off Period (as defined and described in the section below), you will lose all interest which has been accrued on the Deposit Amount.

Cancelling your Fixed Saver

You may only cancel your Fixed Saver and withdraw the Deposit Amount within the first 14 days of the start of the Term (the Cooling Off Period). If you confirm to us that you wish to cancel the Fixed Saver within the Cooling Off Period, we will return to you the Deposit Amount without any accrued interest within 30 days of you cancelling.

Closing your Fixed Saver

If you close your Business Current Account, the Deposit Amount will remain in the Fixed Saver until the end of the Term. Your Fixed Saver will be held with us, accessible from within the App and will be subject to the terms set out in the Schedule below.

If we close your Business Current Account under our Agreement with you, unless we confirm otherwise, the Deposit Amount will remain in the Fixed Saver.
We may also close the Fixed Saver before the expiry of the Term for any of the account closure reasons set out in the General Part and the Business Current Account Schedule. If we do this, you will lose all interest which was accrued on the Deposit Amount.

If, in exceptional circumstances, you wish to withdraw the Deposit Amount or close your Fixed Saver before the end of the Term, please get in touch. **If we agree to return the Deposit Amount to you before the end of the Term, you will lose all interest which has accrued on the Deposit Amount.**

**Tax**

Unless required by law or regulation, interest on the Deposit Amount will be paid without any deductions of tax. We do not take any responsibility or accept any liability for any tax payments which you may be required to make.

**Additional Definitions**

**Fixed Saver** means a limited functionality fixed term savings product.

**Interest Rate** means the Interest Rate which is applied to the Deposit Amount held in your Fixed Saver as set out in the relevant Summary Box.

**Summary Box** means the relevant Summary Box relating to Starling Bank’s Fixed Saver as set out on our website.

**Business Current Account Schedule** means the schedule to Starling Bank’s Current Account Terms and Conditions which governs business current accounts and paid for services.
Schedule

This Schedule shall govern your Fixed Saver in the event your Business Current Account is closed before the expiry of the Term (Standalone Fixed Saver).

A Standalone Fixed Saver will continue to be governed by the FS Terms and Conditions and the applicable provisions in the General Part and the Business Current Account Schedule. In the event of a conflict between any provision in this Schedule, the FS Terms and Conditions, the Business Current Account Schedule and the General Part, this Schedule will prevail.

A Standalone Fixed Saver will provide you with the following functionality only:

- Access to the App;
- Customer Services;
- Statements and legal documentation;
- Notifications; and
- the ability to withdraw your funds from your Fixed Saver at the end of the Term.

Any other functionality described in the General Part or the Business Current Account Schedule will not be available, including but not limited to, Post Office Counter Service, Cheques, Payments via CHAPS, International Payments, Withdrawals, Overdrafts, Spaces and Using your Card.

Any rights and obligations in the General Part and Business Current Account Schedule linked to the provision of the Fixed Saver and the functionalities described above will continue to apply.

Once the last remaining Standalone Fixed Saver reaches its Term and the relevant funds are withdrawn, all App access and functionality will terminate.