# Non-Personal Account Opening & Lending Form

(Partnerships)

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	Business Current & Deposit Account	<b>Business Credit Application</b>
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Section C Mandate	✓	✓
Section D Signature and Declaration (Account Opening)	✓	✓

<sup>\*</sup>only required for existing customer credit application if there is a change in circumstances e.g., new signatory applying for the product etc.

# **Document application checklist:**

- Fully Completed Application & Mandate (this form)
- Photo ID and Proof of Address for all Signatories and Internet Users
- · Photo ID and Proof of Address for all Partners
- If trading under a registered name, your Certificate of Registration of Business Name

If this is a solicitor application trading as a Limited Liability Partnership, evidence of trading name should be obtained from the Legal Services Regulatory Authority (LSRA)- Note this can be obtained on the LLP Register on LSRA website www.lsra.ie. (electronic certificates can be accepted)

Copy of the Partnership Agreement (to include details of the ownership/control split of the partnership)

Or

If there is no Partnership Agreement, a separate page confirming there is no formal Partnership Agreement and which provides the details\* of all the partners and the control/ownership split of the partnership, signed by all partners

**Note:** Any/all individuals who are entitled to or control, directly or indirectly, more than 25% of the capital or profits or voting rights in the partnership, or who otherwise exercises control over the management of the partnership are deemed Beneficial Owners

 \*N.B.\* Where a separate listing of partners is required above, it must include each party's full name, residential address, date of birth & nationality

### Please Note:

We will commence your application process once we receive this form completed in full, signed by all applicants, together with all documentation required.

### Micro and Small Enterprise

Micro and Small Enterprise means an enterprise which employs fewer than 50 persons and which has either or both of the following:

- (a) an annual turnover which does not exceed €10 million;
- (b) an annual balance sheet total which does not exceed €10 million.

## Micro, Small and Medium-Sized Enterprise

Micro, Small and Medium-Sized Enterprise means an enterprise which employs fewer than 250 persons and which has either or both of the following:

- (a) an annual turnover not exceeding €50 million;
- (b) an annual balance sheet total not exceeding €43 million.

For information on our range of products and services for SME Business customers, please refer to **Your Guide to Business Banking booklet**, available in our branches and on **www.ptsb.ie** 

Permanent TSB plc trading as PTSB and PTSB Asset Finance is regulated by the Central Bank of Ireland.

#### Section A Tick as appropriate: New to Bank | Existing Customer Tick as appropriate: Business Current Account Credit Application Deposit Application Thank you for your recent enquiry in relation to PTSB. In order to progress your application you should arrange a meeting with your PTSB Business Consultant and complete this Business Application Form. You can complete this form with the assistance of your Business Consultant during this meeting or with the help of a Business Professional. Your Business Consultant will inform you of any further documentation that may be required to support your application. Your request for credit will be progressed when your Business Consultant has received these documents along with your signed Business Application Form. Part 1 - Business Details (This Section is Mandatory) Please tell us about your business. This information will assist us in providing a timely response. Partnership Name: Mobile Number: Registered Work Number: Business Name: **Business Registration Business** Registration Date: Country of Business Registration: Registered Business Address: Tax Number: No. of Outlets: Address Since: **Primary Business** Activity: Correspondence Address: (if different Is your Business Tax resident in Ireland? Y/N from Business Address) Other Country of a Tax Residency: Contact Person: No. of Outlets: Email Address: All countries where What is the source of funds to trading or operating: your Business? Sales, Savings, Rental Income, Grants/State Companies outside Funding, Trading Income, etc.: EU/UK, % of trade in overall business What is the Source of Funds for List Primary Locations of Assets' Eg Kilkenny, the New Account with PTSB if Ireland. Paris, France etc) different from above. Expected Transaction Type(s): List Primary Location please specify type e.g. Cash. of Fund Cheque, Electronic Funds Transfer, International Payments: Balance Sheet Size: Countries outside the EU/UK that **Estimated Company** monies will be sent to/received Annual Turnover: from (where applicable): Estimated Monthly Cash Turnover of Account: Nature of Business (Detailed Description): Month/Year In Business Since: How often would you like your Statement? (Select one) Customer Since: Month/Year Annually Monthly Bi-Monthly Bi-Annually Quarterly

Main Bank Account Details
BIC:

Importing/Exporting any products?

IBAN:

If so, what are these products and where from/to does the business import/export.

Number of Signatories required for this account: (Signatory details and account transaction authorisation to be completed in Section B)

Industry: (e.g. farming, manufacturing, hospitality)

Business Premises Status:

Number of Employees:

as at

Owned Leased Other

If more fields required, please photocopy this page or use a separate form.

# Part 1- Application Details (Mandatory for account opening/changes in existing customer circumstances applying for credit)

# To be completed by all of the following

- **Partners**
- Authorised Signatories (persons who can sign cheques, process withdrawals, use debit cards etc.)
- Mandated Business24 Users (persons who can access and use Business24 subject to the authority limits)
- Authorised Individual (persons who can act for the Company as detailed in a Board Resolution)

# **Tick as Appropriate**

Partners:	If solely an authorised individual or signatory, complete parts	Current Address:*				
Authorised Individual:	marked with an * only.					
Mandated Business24 User:	Authorised Signatory	Residential Status: (Homeowner, Mortgaged, Renting)				
Title:		Address Since:				
First Name: *		Previous Address: (if				
Middle Name: *		living in current address less than 3 years)				
Surname:*		Time in residence at previous address:				
Gender:	Male Female	Occupation:				
Marital Status:	Single Married Divorced	Employment Status:				
	Widowed Seperated	Industry:				
Date of Birth:	D D / M M / Y Y	Contact Details				
Nationality:		Phone Number:				
Director:	Yes No	Mobile Number*:				
Shareholder:	Yes No %	Email Address*:				
Irish Resident:	Yes No	Work Number:				
PPSN:		Preferred Contact Method:				
US Resident for Tax Purposes:	Yes No					
If yes, what is your Tax Identifier Number (TIN)?						
This section should be completed for any individual who has been authorised to access Business24 (internet and telephone banking services) on behalf of the partnership. Mandated Business24 Users have the facility to set-up payment authorities on accounts to which they have access. The limits shown below* are the default limits that apply to all Mandated Business24 Users. If the partnership requires a limit in excess of the default limits, this must be agreed with the Bank in advance. Where a higher limit is required, please state the limit in the space provided below.						
Account Transfer:	*€25,000/€	Visa Business Debit Card				
PTSB Visa Payments:	*€25,000/€	Unavailable where account of 2 to sign or more.				
Utility Payments:	*€15,000/€	If you are a signatory will you require a Visa Debit Card for this account?  Yes  No				
Non-Utility Payments:	*€30,000/€	Embossing Name:				
SWIFT Payments:	*€1,500/€	Signature:				

# Partners/ Authorised Signatory/ Authorised Individual/ Mandated Business24 User/ **Mandated Business24 User**

- That the Bank is hereby requested and authorised to open and keep an account or account for the company subject to the terms and Conditions and Personal & Business Banking Charges.
- That the Bank is authorised to act on any instruction such as make payments or transfers provided they have been given by those persons named in the below signing Instructions for Authorised Signatory/Authorised Individual/Mandated Business24 User/Partner.
- That the Bank is authorised to do so even where such an instruction may cause the account(s) to be overdrawn.

# **Signing Instructions**

Please sign in the box: Sign: Name (Print): Position: Name (Print): Sign: ..... Name (Print): Position: ..... Specify signing requirements: e.g.., any one partner may sign, all partners must sign or specific combination of partners required

# Part 2 - Personal Details

(This section is mandatory for Credit Applications)

Your personal details are also important to us and while it is critical to understand your business, it is also important to understand owners as per Business Ownership Details. These details will help us meet your current needs.

Persona	I Deta	ils -	Princip	oal Bus	iness	Owner
---------	--------	-------	---------	---------	-------	-------

ersonal Detai	<mark>ls</mark> - Princip	al Business	Owner		
ame:				No. of Dependants:	
dress:				Age Range:	from to
uress.				Marital Status:	Single Married Divorced
tionality:					Widowed Seperated
ender:	Male	Female		Residential Status:	Owner Tenant
ate of Birth:	D D /	M M /	Y		Living with Parents Other
PSN:				Number of Years at Address:	
C:				Estimated Value of Home:	
AN:					
ime with Bank: .g 3 years)				Previous Address (if less than 3 years at current address):	
ontact Details				,	
nail Address:				Annual Salary:	
obile/Phone Number:				Salary Payment Frequency:	
est Contact Time:					
			g & Savir	ngs Details	
his section is man	datory for cred	it applications)			
Borrowings	Financial Institution	Amount Outstanding	Monthly Repayments	Savings & Investments	Financial Amount Held
Overdraft				Deposits	
Business Cards				Investment Accounts	3
				Shares	
Loans (Credit Union, etc.)				Property (please	

Borrowings	Financial Institution	Amount Outstanding	Monthly Repayments
Overdraft			
Business Cards			
Loans (Credit Union, etc.)			
Leasing/Hire Purchase			
Commercial Mortgage			
Other Financial Commitments (e.g. Forward Contracts, Bank Guarantees, etc)			

& Investments	Institution	Held
Deposits		
Investment Accounts		
Shares		
Property (please also indicate current property value)	Value	
Other		

Other	
Tax Status (Tax up to date):	Yes No
Monthly Amount of Revenue Agreement:	
Is a Revenue Agreement in place?	Yes No

P	artnershij	o Commercial Mortgage	Application (	partnerships on	IV)	<b>)</b> :

The bank is required to record the PPSN for each Partnership member seeking a commercial mortgage for the purpose CCR enquiry and Reporting
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Partner 1:	Partner 2:	

# **Personal Financial Details - Principal Business Owner**

Borrowings	Financial Institution	Amount Outstanding	Monthly Repayments
Mortgage			
Personal Loan			
Motor Loan			
Overdraft			
Credit & other cards			
Tax Liability			
Other			

Savings & Investments	Financial Institution	Amount Held
Deposits		
Investment Accounts		
Life Assurance		
Shares		
Property (please also indicate current property value)	Value	
Pension		
Other		

# **Personal Details - Second Business Owner (if applicable)**

Name:		No. of Dependants:	
Address:		Age Range:	from to
Address.		Marital Status:	Single Married Divorced
Nationality:			Widowed Seperated
Gender:	Male Female	Residential Status:	Owner Tenant
Date of Birth:	D D / M M / Y Y		Living with Parents Other
PPSN:		Number of Years at Address:	
BIC:		Estimated Value of Home:	
IBAN:			
( e.g 3 years) Time with Bank:		Previous Address: (if less than 3 years at current address)	
<b>Contact Details</b>			
Email Address:		Annual Salary:	
Mobile/Phone Number:		Salary Payment Frequency:	
Best Contact Time:			

# **Personal Financial Details - Second Business Owner**

Borrowings	Financial Institution	Amount Outstanding	Monthly Repayments
Mortgage			
Personal Loan			
Motor Loan			
Overdraft			
Credit & other cards			
Tax Liability			
Other			

Savings & Investments	Financial Institution	Amount Held
Deposits		
Investment Accounts		
Life Assurance		
Shares		
Property (please also indicate current property value)	Value	
Pension		
Other		

# Part 4 - Credit Facility Details

(This section is mandatory for Credit Applications)

Please tell us about your current financial requirements. If you are unsure, please discuss with your Business Consultant, who will be happy to go through the various options.

Facility 1	Ove	erdraft Loan	Facility 2 Overdraft Loan
SBCI: Eligibility	Code:	Other:	SBCI: Eligibility Code: Other:
Amount required:			Amount required:
Repayment Period:	M Month	Y Years	Repayment Period: M Month Y Y Years
Purpose of Facility: (e.g Working Capital)			Purpose of Facility: (e.g Working Capital)
Loan Repayment Frequency: (e.g monthly)			Loan Repayment Frequency: (e.g monthly)
Loan First Repayment Date:	DD/M	M / Y Y Y	Loan First Repayment Date:
Option for preferred loan rate:	Fixed Variab	ole	Option for preferred Fixed Variable
Do you see any additional over the coming 12 mont		Yes No	Do you see any additional requirements over the coming 12 months?
If yes, please provide details:			
			is being provided by you and the source of these funds. Please let us know if your iness Angels etc. and/or other specialist funds.
	se of your borrowing fur ill be required. For a mad	chinery purchase the machinery v	example, if you are purchasing a new business premises the address, value, expected fit-out costs, expected life etc., will be required. Please
Attachments			Security/Collateral proposed
		ons. Your Business Consultant d to ensure a speedy decision.	Partnership agreement is required, your Business Consultant will inform you if additional security is required.
Completed Application Form	Yes No	Date Received	
Management Accounts	Yes No	Date Received	
Certified/Audited Accounts	Yes No	Date Received	
Cash Flow Statement / Projections	Yes No	Date Received	
Business Plan	Yes No	Date Received	
Aged Debtors Listing	Yes No	Date Received	Lending criteria, terms and conditions apply. Permanent TSB plc trading as PTSB and PTSB Asset Finance is regulated by Central Bank of Ireland.
Aged Creditors Listing	Yes No	Date Received	Solicitor Details (mortgage only):
Confirmation of Tax Affairs	Yes No	Date Received	
Proof of Tax Number/ PPSN	Yes No	Date Received	
Partnership Agreement to be Provided	Yes No	Date Received	
Bank Statements	Yes No	Date Received	
Other	Yes No	Date Received	
For Bank Use Only			
Branch:			Application No.:
CIF No. 1:			CIF No. 2:
Recieved By:			Date: D D / M M / Y Y

# Part 5 (i) - Direct Marketing

(This Section is Mandatory)

Permanent TSB plc will use your personal data to identify our products,
services and benefits which we believe may be of interest to you. Based on
your indicated direct marketing preferences below we will inform you on how
you can avail of these products and services using the following methods:

	ΥN		ΥN
Online Telephone Email		Mobile Text Message Post	

Please indicate your consent to be contacted by mobile phone. Yes \( \bar{\cup} \) No \( \bar{\cup} \)

Should your credit application be approved, the Bank may issue the Credit Facility Agreement and any security documentation to you through a digital channel.

If at any time you change your mind and you wish to amend your direct marketing preferences, you can do so by logging in to your PTSB app > Go to Settings > Select Marketing and Communications to make change, call us on 0818 50 24 24 or +353 1 212 4101 (from abroad), visit your local branch, or write to us, free of charge, at FREEPOST F4940, Customer and Marketing (Direct Marketing), Permanent TSB plc, 56-59 St Stephen's Green, Dublin 2., D02 H489, Ireland.

# Part 5 (ii) -Third Party Products

(This Section is Mandatory)

Permanent TSB plc would like to use your personal data to provide you with information about PTSB products, services, and special offers (for example, rewards and competitions) from our selected partners.

Permanent TSB plc will never share your personal data with third parties for marketing purposes.

I hereby consent to being contacted for direct marketing of third party products and services using the methods selected across. Yes  $\square$  No $\square$ 

If at any time you change your mind and you wish to amend your direct marketing preferences, you can do so by logging in to your PTSB app > Go to Settings > Select Marketing and Communications to make change, call us on 0818 50 24 24 or +353 1 212 4101 (from abroad), visit your local branch, or write to us, free of charge, at FREEPOST F4940, Customer and Marketing (Direct Marketing), Permanent TSB plc, 56-59 St Stephen's Green, Dublin 2., D02 H489, Ireland.

# Part 5 (iii) - Merchant Solutions with Worldpay

(This Section is Mandatory)

We have partnered with Worldpay, a leading payments provider, trusted by over 1 million merchants globally, to provide a range of card payment solutions to business customers. By merchant solutions we mean the methods by which a business accepts payment from its customers on a day to day basis.

If you would like a dedicated Wordplay agent to contact you for further discussion, please provide answers to the below.

And kindly be advised that by ticking yes in the below boxes, your details such as name, phone number, email address etc. will be shared with Worldpay, this will allow a dedicated Worldpay agent contact you to discuss the varied products they have on offer.

Do you currently take	navments? Yes	$\square$ No $\square$

If so, how do you take payments and who is your current provider?	

Would you be interested to speak with a Merchant Solution expert from Worldpay? Yes ☐ No☐

# **Other Information**

PTSB is not an agent or intermediary for Worldpay. PTSB has entered into a referral-only partnership with Worldpay and as such will gather information required to submit the referral on behalf of the Customer. Through this partnership, customers have the option to consent to their data being supplied by PTSB to Worldpay. Upon receipt of the referral, Worldpay will engage directly with the Customer for the provision of their products and services. Where referrals result in the sale of a product or service from Worldpay, PTSB will receive remuneration. PTSB is not liable for any products or services provided by Worldpay. Benefits outlined above may be product/solution specific; products offered will be subject to the completion of a thorough review by Worldpay.

# Part 5 (iv) - Signature and Declaration

To be completed for individuals listed in part 2 Personal Details

(This section is mandatory for Credit Applications)

I/We declare that I/We am/are of full age and I/We hereby make application for Business Lending with Permanent TSB plc as described above. I/We declare that the foregoing statements and particulars and other information we have given to Permanent TSB plc to be strictly true, to the best of my/our knowledge and belief. The information I/We are supplying on the following form will be used for the purpose of providing me/us with the service I have requested. By supplying my home or work address, telephone number or email address I am giving my consent for Permanent TSB plc to contact me in any of those ways in connection with this request.

Signature of first applicant:	Signature of joint applicant (if any):
Date: D D / M M / Y Y Y	Date: D D / M M / Y Y Y

# Part 5 (v) - PTSB Credit Checking and Reporting

Under the Central Bank's Consumer Protection Code we are not permitted to offer you a credit product that you cannot afford. Therefore, in advance of granting you a credit product of any type, we will check your credit rating against the Central Credit Register. This information supports a full and accurate assessment of your ability to repay. In addition, we are required by law to ensure that the Central Credit Register is kept up to date and we report personal and credit information to the Central Credit Register.

In certain circumstances we will check your credit records with the Central Credit Register in the Bank's legitimate interests under powers granted by the Credit Reporting Act 2013. Further information in relation to our disclosure of your personal data to the Central Credit Register can be found in our Data Protection Notice. For more information on the Central Credit Register and Your Rights please visit https://www.ptsb.ie/legal-information/our-policies-other-important-information/central-credit-register/ or our T&C's Booklet.

**NOTICE:** Under the Credit Reporting Act 2013 lenders are required to provide personal and credit information for credit applications and credit agreements of €500 and above to the Central Credit Register. This information will be held on the Central Credit Register and may be used by other lenders when making decisions on your credit applications and credit agreements.

The Central Credit Register is owned and operated by the Central Bank of Ireland. For more information see www.centralcreditregister.ie

# Part 5 (vi) - Using your Personal Data

In providing personal banking services to you, we need to process personal data about you. This involves asking you for specific personal data, processing this personal data and storing it for a period of time. An explanation of how your personal data is used in the provision of our services to you, our running of the bank and your rights in relation to your personal data is provided in the summary Data Protection Notice included with this pack. If you would like a copy of the full Data Protection Notice, please ask a branch staff member, call Open24 on 0818 200 100 or view it at www.ptsb.ie

**WARNING:** If you do not meet the repayments on your credit facility agreement, your account will go into arrears. This may affect your credit rating, which may limit your ability to access credit in the future.

Lending criteria, terms and conditions apply. Permanent TSB plc trading as PTSB and PTSB Asset Finance is regulated by the Central Bank of Ireland.

# **Section C**

# Mandate

(Mandatory for Account Opening & all Products Applications)

This completed application form authorises Permanent TSB plc to open accounts and provide certain services to the Company. It lists individuals authorised to open accounts on behalf of the Company (Authorised Individuals) and to appoint those authorised to transact on the Company's accounts (Authorised Signatories) and those mandated to execute Business24 internet and telephone transactions in relation to the Company's account (Mandated Business24 Users) on behalf of the Company. It lists all accounts governed by the Mandate which currently exist in the Bank's records.

Any changes to the Authorised Individuals must be effected by way of the completion of an updated Mandate (which the Bank can provide to you). Additional Authorised Signatories and Mandated Business24 Users may be added once the Authorised Individuals agree to add them and provide the appropriate notification to the Bank in writing.

The below explains the terms and conditions applicable to the Mandate. It details the use by the Bank of information about you and your Authorised Signatories and Mandated Business 24 Users

#### 1. Authority to Open and Continue Accounts

The Bank is hereby requested and authorised, that any \( \subseteq \) /any \( \subseteq \) /all \( \subseteq \) (insert number as required) of the Authorised Individuals (listed in Section B) may from time to time request the Bank to: i) open or, as the case may be, continue such one or more accounts (which are currently existing in the Bank's books in the name of the Company) (the "Accounts");

ii) act on the number of Authorised Signatories who can perform transactions in accordance with resolution 2, the name and number of those Authorised Signatories required for each Account being specified in this account mandate ("Mandate") and Account application form (the "Application Form"), with an "Authorised Signatory", being a person appointed by an Authorised Individual as specified above or board resolution and identified as an Authorised Signatory, and whose name and signature are set out, in Section B part 1, or any other person authorised by an Authorised Individual as specified above or the Company in writing and in each case in respect of whom the Bank has not received notice in writing removing such person as an Authorised Signatory and Authorised Signatories shall be construed accordingly;

iii) act on the number of Mandated Business24 Users who can perform transactions in accordance with resolution 3, the name and number of those Mandated Business24 Users required for each Account being specified in the Mandate and the Application Form, with a Mandated Business24 User being an individual appointed by an Authorised Individual as specified above and identified as a Mandated Business24 User, and whose name and signature are set out, in Section B part 1 of this application form or any other person authorised by an Authorised Individual as specified above or board resolution, and in each case in respect of whom the Bank has not received notification in writing removing such person as a Mandated Business24 User and Mandated Business24 Users shall be construed accordingly, provided always that the authority of any Mandated Business24 User shall be limited to the extent, if any, indicated in Section B part 1 or as notified by an Authorised Individual as specified above or the Company in writing to the Bank:

iv) act on instructions with regard to the purchase or sale of or other dealings in securities or documents or any foreign currency, to accept and act on any application or request for the issue of any letter of credit, guarantee, indemnity, or counter-indemnity and to act on any instructions with regard to any other transactions of any kind or with regard to any of the Accounts in every case whether any of the Accounts is or are in credit or in debit or may in consequence become overdrawn or otherwise but without prejudice to the Bank's right to refuse to allow any overdraft or increase of overdraft beyond any specified limit from time to time;

v) grant overdraft, loan or other facilities or accommodation on any Account or otherwise to the Company, and by way of security to accept as duly signed or executed on behalf of the Company any document creating or evidencing any charge, mortgage or pledge over or in respect of any securities, documents or other property whatsoever from time to time in the Bank's possession for the Company's account whether by way of security or safe custody or otherwise;

vi) act on any instruction to countermand or revoke any cheque, draft or other order to pay before it is effected;

vii) act at Bank's discretion, on any instruction or communication given or originated by facsimile provided that the instruction to be sent by fax bears the signatures of the Authorised Signatories.

# ${\bf 2. \, Authorisation \, to \, the \, Bank \, for \, Signatory \, Transactions}$

The Bank is hereby authorised and instructed to:

i) honour and comply with all cheques, debit card transactions, drafts, instructions to pay, bills of exchange and promissory notes expressed to be drawn, signed, accepted, endorsed or made on behalf of the Company drawn upon or addressed to or made payable with the Bank whether the relevant Account is in credit or in debit or may become overdrawn in consequence or otherwise but without prejudice to the Bank's right to refuse to allow any overdraft or increase of overdraft beyond any specified overdraft limit from time to time;

ii) honour and comply with any instructions to withdraw any or all money on any Account and any instruction to deliver, dispose of or deal with any securities, documents or other property whatsoever from time to time in the Bank's possession for the Company's account whether by way of security or safe custody or otherwise.

#### 3. Authorisation to the Bank for Internet and Telephone Banking Facilities

The Bank is hereby authorised and instructed:

i) either directly or through a subsidiary, associated Company or agent (each a "Representative"), to provide from time to time at the Bank's discretion internet and telephone banking services to the Company in accordance with the Bank's Business24 Service Terms and Conditions and its standard operating procedures for the provision of Business24 Services as may be applicable from time to time;

ii) that the Company acknowledges that all Mandated Business24 Users may set up payments on Accounts to which they have access via the Business24 Service, including designating the Accounts and/or other accounts to which payments may be made:

iii) that the Bank is hereby authorised and instructed to transfer funds between the Accounts covered by the Mandate, make payments to other nominated accounts and pay nominated bills, on any instruction received through the Bank's Business24 Service, provided instructions are received from the required number of Mandated Business24 Users in accordance with Section B Part 1 of this application form, and in accordance with the terms and conditions of the Business24 Service.

#### 4. Controls and Reconciliation

By signing this Application Form, the Company agrees that it has put in place security controls, including account reconciliation procedures as the Company deems appropriate to prevent unauthorised use of, or breach of the Bank's Terms and Conditions relating to, the Accounts, including the unauthorised use of the Bank's Business24 Service by Authorised Individuals, Authorised Signatories and Mandated Business24 Users and that the Bank has no obligation to supervise or enquire into such security arrangements or to seek confirmation of any transaction effected on the Accounts or using the Bank's Businesss24 Service.

## 5. Certificate of Registration of Business Name

The Partnership agrees to furnish the bank with evidence of business registration, where applicable, including:

- > A Certificate of Business Name Registration (if the partnership is trading under a business name registered with the Companies Registration Office),
- > A copy of the Partnership Agreement), and on change of name) and an up to date copy of the constitution of the Company.

# 6. Right to Lien (This clause is not applicable to Pension Funds).

The Company agrees that nothing in these resolutions or in the arrangements between the Bank and the Company shall be treated as constituting an implied agreement restricting or negating any lien, charge, pledge, right of set-off or other right the Bank may have at any time (whether arising by operation of law, contract or otherwise).

### 7. Information to Auditors

The Bank is hereby authorised to interact with the Company's auditors for the purposes of providing information concerning Accounts or transactions performed on Accounts held by the Company with the Bank until notice in writing to the contrary is received by the Bank signed by the Authorised Signatories.

#### 8. Communication of Resolutions

These resolutions are communicated to the Bank and shall constitute the Company's Mandate to the Bank and remain in force until an amending resolution is passed by the board of directors of the Company and a copy of such resolution certified by any director or the secretary of the Company shall be communicated to the Bank.

#### 9. Account Closure

The Company agrees that the Bank may close at any time and from time to time any or all of the Accounts by giving two months notice in writing to the Company at the Company's address for correspondence given overleaf or such other address for such purpose from time to time notified by the Company in writing to the Bank.

#### 10. Account Statements

The Company agrees to examine all statements supplied by the Bank setting out transactions on the Accounts and to notify the Bank of any discrepancies in accordance with the Statement of Accounts conditions set out in the Bank's Terms and Conditions booklet.

#### 11. Indemnity

The Company shall indemnify the Bank in full on demand against any loss, damage or other liability whatsoever and howsoever arising that the Bank may incur or suffer by reason of the Bank acting in accordance with any instruction or communication believed by the Bank in good faith to have been given or made in accordance with this Mandate, or such amended mandates as may be given to the Bank at any time, and this indemnity shall be in addition to the indemnities contained in the Business24 Service Terms and Conditions and in the terms and conditions applicable to the Accounts.

#### 12. General Terms and Conditions

The Company agrees that each Account shall be governed by the Bank's General Terms and Conditions applicable from time to time, and the Company shall ensure that each Authorised Individual, Authorised Signatory and/or each Mandated Business24 User is fully conversant with and understands the Bank's standard procedures and Terms and Conditions for the provision of any service provided by the Bank in accordance with this Mandate and such terms and conditions, and that in the event of any conflict between these resolutions and such terms and conditions, these resolutions shall prevail.

#### 13. Customer Information

The information provided by the Company, including information provided by it in respect of all Authorised Signatories, Mandated Business24 Users, Authorised Individuals and other beneficial owners and officers, otherwise obtained by the Bank, and information in relation to the conduct of the Accounts (the "Information"), shall be retained, used and disclosed by the Bank in accordance with and for the purposes set out in the Bank's General Terms and Conditions in relation to Customer Information, including for the purposes of:

i) the Criminal Justice (Money Laundering and Terrorist Financing) Act (2010) (as amended, re-enacted or replaced from time to time) and the Fifth Anti Money Laundering Directive (Directive (EU) 2018/843) as implemented in Ireland, which require the Bank to satisfy itself as to the Company's and certain officers' and beneficial owners' identities, and the identity of any other customers on an Account, before opening an Account, permitting transactions on an Account or providing certain services;

ii) administering the Accounts, group reporting and analysis, and any other purposes specified in the Bank's General Terms and Conditions and / or Business24 Terms and Conditions.

#### 14. Confirmation:

We confirm that we have read and accept the Terms and Conditions of this Application contained in Section B. We hereby certify that the resolutions outlined in Section 1 were duly passed at a board meeting of the Company held on  $\ / \$ . Furthermore, we acknowledge that we have checked the limits for Internet Banking Transactions in Section B Part 1 and that same are correct. We agree to notify the Bank in writing immediately of any changes in the shareholding of the Company.

# Must be signed by all partners

Name:	Name:
Signature:	Signature:
Date:  D D / M M / Y Y Y	Date:  D D / M M / Y Y Y
Name:	Name:
Signature:	Signature:

\*The expressions "you", "your" and "us" when used herein shall include where the context so dictates, each partner and by completing this Mandate, it is confirmed that the Partnership has obtained the consent of, and has been duly authorised by, all such persons to provide the consents herein contained.

Using your Personal Data

In providing personal banking services to you, we need to process personal data about you. This involves asking you for specific personal data, processing this personal data and storing it for a period of time. An explanation of how your personal data is used in the provision of our services to you, our running of the Bank and your rights in relation to your personal data is provided in the summary Data Protection Notice included with this pack. If you would like a copy of the full Data Protection Notice, please ask a branch staff member, call Open24 on 0818 50 24 24 or +353 1 212 4101 or view it at www.ptsb.ie

# **Section D**

# **Signature and Declaration**

(Mandatory for Account Opening & All Products Applications)

I/We hereby apply to Permanent TSB plc ("the Bank") in accordance with section B of this application form for the current account facility described herein and I/We hereby agree that Permanent TSB plc may refuse to offer me/us the current account facility without stating any reason.

I/We acknowledge that the Bank to procure any credit references from any credit agency or bureau and to make such other enquiries as the Bank may deem necessary in connection with this application. The Bank is further authorised to hold, use and disclose details of any application or any transaction which may result from the application for the application for the account or any other facilities with any credit reference agency or bureau and to disclose any information relating to my/our account/s or facilities and any security held in relation to the account/s or facilities to any person acting as agent for the Bank or to other third parties engaged by the Bank in connection with my/our account/s or to any potential transferee, assignee or other party in connection with any transfer or securitisation scheme or otherwise.

I/We confirm that the information given in the application is true and accurate. I/We have the necessary time to consider the query the information provided to

me/us in relation to my/our application

I/We confirm that the information given in the application is true and accurate.

I/We have the necessary time to consider the query the information provided to me/us in relation to my/our application.

I/We agree that the payment instructions for the account shall be in accordance with the mandate set out in section A of this application form and may be amended from time to time.

I/We have received the Bank's current booklet 'Terms & Conditions and Personal & Business Banking Charges' and agree that each account shall be governed by the terms and conditions therein.

I/We have received, have read and understand the Bank's Terms of Business letter.

I/We have read, have had real opportunity of becoming acquainted with, have understood and agree to be bound by the above terms.

I/We confirm that the account will only be used for business purposes.

I/We hereby authorise the Bank to open \_\_ Business Current account.

Name		Name	
Signature		L Signature	
		o.g.nataro	
Name		Name	
Signature		L Signature	
Date: D D / M M / Y	YYY	Date: D D / M M / Y	YYY
To be signed by all partners or in accordance with the mandate as set	out in section B.		
For Bank use only			
Please Tick to confirm the customer has received:	Yes No		Yes No
Terms and Conditions and Personal and Business Banking Charges		Deposit Guarantee Scheme Deposit Information Sheet	
Guide to Business Banking		Business Card	
Data Protection Notice		Business24 Terms and Conditions	
Terms of Business			
Please Tick to confirm the customer has provided:	Yes No		Yes No
Partnership agreement		Fully Completed Application & Mandate	
If trading under a registered name, the Certificate of Registration of Business Name		Photo ID and Proof of Address for all Signatories and Internet Users	
Evidence of Charitable Status, if applicable			
		Photo ID and Proof of Address for all Partners	
Business Current Account Switching (if applicable):		Yes No	
Guide to switching Business Current Accounts brochure provided to the	e Customer		
Business Current Account Switching form complete			
Credit Transfer Request Form complete (where required)			
Previous three months Bank Account Statements provided			
New Bank Account Numbers:			
Branch Management Authorisation - Bank Staff Signature:			
		Date: D D / M M / Y Y Y	
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# **List of Accounts**

This section lists all currently active accounts.	
Account Number:	Account Identifier:
Account Type:	Business24 (Yes/No):
Account Opened:	Account Closed:
Account Number:	Account Identifier:
Account Type:	Business24 (Yes/No):
Account Opened:	Account Closed:
Account Number:	Account Identifier:
Account Type:	Business24 (Yes/No):
Account Opened:	Account Closed:
Account Number:	Account Identifier:
Account Type:	Business24 (Yes/No):
Account Opened:	Account Closed:

Additional Accounts can be listed on an attached sheet.

Call us on 0818 200 100 or +353 1 215 1363 +353 21 601 3801 from abroad Drop into any PTSB branch Or visit ptsb.ie/business-banking



