



# UNION BANK UK PLC

TELEPHONE, EMAIL ATTACHMENT  
& FACSIMILE INDEMNITY

## FOR BUSINESS CUSTOMERS

Version 5.2  
Oct 2016



## Telephone, E-mail Attachment & Facsimile Indemnity

If you intend to give us instructions by attaching them to an e-mail or by fax, or by telephone, you will need to read, accept and sign this indemnity. If you do not sign this indemnity, we cannot accept this type of instruction from you.

In consideration of the Bank's accepting or acting upon my/our telephone and/or any letter received by email attachment or fax from me/us, addressed to or otherwise communicated to any of the Bank's employees for the time being, I/we hereby confirm to you that:

1. You have made clear to me/us and I/we am/are fully aware of the risks of omissions, errors, mis-statements, non-receipts of fax transmissions, fraud and/or authorised interventions by third parties which are inherent in the above procedure. For the avoidance of doubt I/we acknowledge and accept that there are particular risks inherent with email attachments, telephone and facsimile communications in comparison with other forms of communication and I/we are fully aware of any such risks.
2. I/We have no objection to your recording my/our telephone instructions and agree that the same may be used in evidence where relevant.
3. Further, I/We hereby undertake and warrant to you as follows:
  - i) I/We shall immediately send written confirmation (clearly marked as such) which may from time to time be or purport to be given by telephone, fax and email providing that any failure to confirm in writing shall not affect my/our liability in the meantime;
  - ii) I/We acknowledge that the Bank will only accept email instructions where such instructions are attached, scanned and signed documents. We acknowledge that the Bank will not accept instructions contained in the body of an email. Accordingly all references to emailed instructions in this document shall mean instructions duly signed and contained within an email attachment.
  - iii) I/We agree that the Bank may seek confirmation of any such telephoned, emailed and/or faxed instructions prior to acting upon them. Such confirmation may be obtained by telephoning any of the authorised signatories to the account at the following number(s):

Name of authorised signatory		Mobile number	
Name of authorised signatory		Mobile number	
Name of authorised signatory		Mobile number	

- iv) I/We agree that if the Bank has tried but has failed to make contact with a signatory named in 3(iii) above for any reason or has not been supplied with the confirmation of identity of any signatory and faxed, emailed and/or telephoned instructions which it has requested, it may in its absolute discretion refuse to act upon the instruction concerned.
  - v) I/We agree that the signatories named in 3(iii) above shall comply with any requests for information made by the Bank for verification of the above named authorised signatories.
  - vi) I/We shall make prudent use of the above arrangement for me/us to issue telephoned, emailed and/or faxed instructions and shall inform you forthwith upon becoming aware of any circumstances or event regarding or likely to render the continued use of the said arrangements unsafe, but without prejudice to my/our responsibilities towards you in the meantime.
4. I/We hereby agree and undertake to indemnify you and hold you harmless against any and all loss, damage, claims, actions, proceedings, costs and expenses (including legal fees and expenses) which you may sustain, suffer or incur (including without prejudice to the generality of the foregoing any sums you may be obliged to pay to a third party) as a result of, or pursuant to the use of the said arrangements for the issuing of telephoned, emailed and/or faxed instructions, howsoever arising or caused, whether the same shall have been caused by omissions, errors, mis-statements, fraud and/or the unauthorised interventions of third parties (whether the intervention is by members of my/our staff or not) and notwithstanding any fault or negligence on the part of the Bank or any member of its staff.
5. I/We further agree that you shall not be liable for any loss, damage, interruption, delay or non-performance of my/our instructions arising from (but not limited to) the following; fire, storm, flood or acts of God, labour disputes, explosion, riot, war, or any intervention by government.
6. Moreover, I/We hereby authorise you to charge to my/our account any payments you make and/or expenses you may incur as a result of such telephoned, emailed and/or faxed instructions as I/we may give pursuant to the arrangements together with any banking charges.
7. The above matters are without prejudice to the formal mandate you hold for the operation of the account.
8. Finally, I/we fully accept that you may refuse to act upon any particular telephoned, emailed or faxed instruction and indeed that you may terminate the above arrangements whenever you deem fit without prior notice to me/us. I/We confirm that we shall not hold you liable in any way whatsoever for any loss or damage, direct or indirect, howsoever arising from your refusal to act upon any particular telephoned, emailed or faxed instruction.
9. This indemnity shall be governed by English law & shall be additional to any other indemnity which you now or hereafter may hold.

Authorised Signatory

Date:

Business Name