# Non-Personal Account Opening & Lending Form

(Partnerships - Agri)

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#### **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 (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 orvoting rights in the partnership, or who otherwise exercises control over the management of the partnership are deemed Beneficial Owners

 \*N.B.\* Where a separate listings 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  $\in$ 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.

## **Application Details:**

(This Section is Mandatory)

Tick as appropriate:
Business Current Account 🖾 Credit Application 🖾 Deposit Application
Tick as appropriate Current Account Application Credit Application Deposit Account Application What is the source of funds to your Business? Sales, Savings, Rental Income, Grants/State Funding, Trading Income etc
Estimated Annual Expected Monthly Cash
Turnover of the business € Lapected Monthly Cash Turnover of Account
Expected Transaction Type(s): please specify type e.g. Cash, Cheque, Electronic Funds Transfer, International Payments
Countries outside the EU/UK that monies will be sent to/received from (where applicable):
Importing/Exporting any products? If so, what are these products and where from/to does the Business import/export.
How often would you like your Statement? (Select one)
Monthly Bi-Monthly Quarterly Bi-Annually Annually
Number of Signatories required for this account:
(Signatory details and account transaction authorisation to be completed in Section B)

## Section A Application Form:

(Must be completed for Account opening purposes and/or Credit application)

Thank you for your recent enquiry to PTSB. In order to progress your application you should arrange a meeting with your PTSB Business Consultant and complete this Agri-Lending 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 your Business Consultant has received these documents along with your signed Agri-Lending Application Form.

## Part 1 - Farm Details:

(This Section is Mandatory)

Please tell us about your business. This information will assist us in providing a professional timely response.

Partnership Name		Date of Business Registration	
Registered Business Address		If Other Specify	
		Tax Number No.	
In address since:		Business Registration Number	
Correspondence		In Business Since	M M / Y Y Y Month/year
Correspondence address: if different from Business Address		Country business is established in	
Contact Person		*Please Provide F	PSN in the Personal Details section
Email Address		**The PPSN of ea details section	ach partner must be provided in the personal
Telephone/Mobile			
Main Bank Acc	ount Details	All countries where Trading or operating	
Main Bank Acc	ount Details		Owned Leased Other
	ount Details	Trading or operating Business Premises	
BIC	ount Details	Trading or operating Business Premises Status:	sident in Ireland? Y/N
BIC	ount Details	Trading or operating Business Premises Status: Is your business tax res	sident in Ireland? Y/N
BIC	ount Details	Trading or operating Business Premises Status: Is your business tax res Other Countries of tax n Primary Business	sident in Ireland? Y/N
BIC	ount Details	Trading or operating Business Premises Status: Is your business tax res Other Countries of tax of Primary Business Activity	sident in Ireland? Y/N
BIC	ount Details	Trading or operating Business Premises Status: Is your business tax res Other Countries of tax n Primary Business Activity No. of Outlets	sident in Ireland? Y/N

## For Bank Use Only Entity CIF Number

## Section B

## Part 1 - Application Details:

#### To be completed by all of the following

- Partners
- Authorised Individuals (persons who can act for the Company as detailed in a Board Resolution)
- 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)

#### **Tick as Appropriate**

Partners		If solely an authorised	Current Address:*	
Authorised Individual		Individual or signatory, complete parts marked	Residential Status:	
Authorised Individuals		with an * only.	(Homeowner, Mortgaged, Renting)	
Mandated Business24 User			Address Since:	DD/MM/YY
Title:			Previous Address (if	
First Name: *			living in current address less than 3 years)	
Middle Name: *			Time in residence at previous address	DD/MM/YY
Surname:*			Occupation:	
Marital Status:	Single	Married Divorced	Employment Status:	
	Widowed	Seperated	Industry	
Date of Birth:	D D / 1	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	
US Resident for Tax Purposes:	Yes No		Preferred Contact Method:	
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 Company. 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 Company 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 De
PTSB Visa Payments:	*€25,000/€	Unavailable where account
Utility Payments:	*€15,000/€	If you are a signatory will yo visa debit card for this acco
Non-Utility Payments:	*€30,000/€	Embossing Name:
SWIFT Payments:	*€1,500/€	Signature:

#### ebit Card

of 2 to sign or more

ou require a Yes ount?

No

5

#### Authorised Signatory/Authorised Individual/ Mandated Business24 User/Partner

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:

Name (Print):

Position: .....

Name (Print): .....

Position: .....

Name (Print): .....

Position: .....

Insert Signing Instructions here: e.g. Any One to sign, both to sign or any combination requested:

## **Business Borrowing & Savings Details:**

In this section please outline any farm borrowings e.g. Overdrafts, Bank Loans, Credit Union Loans, any hire purchase or Leasing (This section is mandatory for credit applications)

Type of Facility e.g. Overdraft, Leasing etc.,	Financial Institution e.g, PTSB	<b>Balance</b> e.g. €82,457	Repayment Amount e.g. €5,000	Repayment Frequency e.g. Quarterly	Annual Repayment e.g. €20,000	Expiry Date e.g. December 23
		€	€		€	
		€	€		€	
		€	€		€	
		€	€		€	
		€	€		€	
		€	€		€	
		€	€		€	

#### **Other Financial Commitments**

E.g. Merchant Credit, Co-Op Debt, Forward Contracts, Bank Guarantees, etc 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 on page 3. These details will help us meet your current needs.

Details	Amount Owed
	€
	€
	€
	€

## Farm Saving/Investment Details E.g. Investments, Shares, Term Deposit Accounts.

Details	Amount Owed
	€
	€
	€
	€

#### **Owned Land Details**

Land Owned	Townland	Hectares	Quality	Market Value
Lot 1				€
Lot 2				€
Lot 3				€
Lot 4				€
Lot 5				€
Lot 6				€

#### **Owned Land Details**

Rented or Leased	Townland	Hectares	Rent Per Hectare	Term Remaining
Lot 1			€	
Lot 2			€	
Lot 3			€	
Lot 4			€	
Lot 5			€	
Lot 6			€	

#### **Capital Expenditure in the Past Two Years**

Detail of Development and Costs	Total Cost
	€
	€
	€
	€

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

#### **Dairy Details (if relevant)**

#### Crops

Co-op Supplied	
Milk Supplied	Litres / Year
Annual Average Protein Content	%
Annual Average Butterfat Content	%
Number of Cows Milked	
Milk Production Platform	
Milk Solids	Kilograms per Cow

Сгор Туре	Hectares	Expected Yield(T/Ha)	Total Market Value
		€	€
		€	€
		€	€
		€	€
		€	€
		€	€
		€	€

### Farm Machinery

Description	Age	Total Market Value
		€
		€
		€
		€
		€
		€
		€

#### Farm Produce in Stock

	Number	Market Value per Unit	Value
Silage (Tonnes)		€	€
Silage (Bales)		€	€
Hay (Bales)		€	€
Straw (Bales)		€	€
Grain (Tonnes)		€	€
Other (Specify)		€	€
Other (Specify)		€	€

#### Labour

	Number of Employees Cost per Annum	Total Market Value
Casual		€
Permanent		€
Total		€

### Livestock

Livestock Category	Number	Market Value per Unit	Total
Dairy			
Cows		€	€
In-Calf Heifers		€	€
Maiden Heifers		€	€
Calves		€	€
Bulls		€	€
Other Cattle		€	€
Beef			
Suckler Cows		€	€
In-Calf Heifers		€	€
Bulls		€	€
Over 2 years		€	€
1-2 years		€	€
Less than 1 year		€	€
Sheep			
Breeding Ewes		€	€
Lambs		€	€
Rams		€	€
Other Sheep		€	€
Pigs			
Sows & Gilts		€	€
Boars		€	€
Fatteners		€	€
Bonhams		€	€
Horses(Specify)			
		€	€
		€	€
		€	€
Poultry(Specify)			
		€	€
		€	€
		€	€
Other(Specify)			
		€	€
		€	€

#### **Details of Farm Buildings**

Description	Capacity (200 Cows)	Location (i.e. Lot 1, Lot 2, etc.)

**Describe your system of farming** e.g. Beef farmer: operating a calf to beef system, selling finished animals at 2 years old; operating a suckler enterprise, selling all stock as weanlings, or selling as forward stores

Number of Entitler	nents	Entitlement Value	€	Amount	€
Annual Forestry Pr	emia	Year of Expiry		Amount	€
Disadvantaged Are Payment	28			Amount	€
Other (Specify				Amount	€
Tax Status (Tax up to date)	Yes No				
Monthly amount of Revenue Agreeme		ls a Revenue Agreement in Place?	Yes No		

## Part 2 - Personal Details:

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.

#### Personal Details Principal Business Owner

Name		No. of Dependants		
Gender		Age Range	from to	
Marital Status		Residential Status	Owner Tenant	
Nationality		Living with Parents	Other	
Address		Number of years at address		
PPSN (For sole traders or Partners only)		Estimated value of home (if owned)		
Email		Previous address (if less than 3 years at current address)		
Date of Birth	DD/MM/YY			
Mobile/Phone Number		Off Farm Income	Gross €	Net €
Best Contact Time		Details	Amount	Frequency of Payment
BIC			€	
IBAN			€	

#### Personal Financial Details Principal Business Owner

Institution	()litstandind	Monthly Repayments	Savings & Investments	Financial Institution	Amount Held
	Outstanding €	Repuyments	Deposits		€
	€		Investment Accounts		€
			Life Assurance		€
			Shares		€
	€		Pension		€
	€		Other		€
	€				
			Property 2 (other than family home	Gross €	Net €
			No. of Dependants		
			Age Range	from to	
			Residential Status	Owner Tena	ant
			Living with Parents	Other	
			Number of years at address		
			Estimated value		
			of home (if owned)		
			Previous address (if less than 3 years at current address)		
DD/	M M / Y	Ý	· · · · · · · ,		
			Off Farm Income	Gross €	Net €
			Details	Amount	Frequency of Payment
				€	
	Second Bu	€         €         €         €         €         €         €         €         Second Business Owner (i	€	image: constraint of the second s	e   e

#### 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		€	

Gross **€** 

Savings & Investments	Financial Institution	Amount Held
Deposits		€
Investment Accounts		€
Life Assurance		€
Shares		€
Pension		€
Other		€

#### Property

Property 1 (other than family home

Net €

Property 2 (other than family home

Gross **€** 

Net €

10

## Part 3 - Credit Facility Details:

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. (This section is mandatory for credit applications)

Facility 1	Overdraft	Loan	Facility 2	Overdra	ft Loan	
Other			Other			
Amount required			Amount required			
Repayment Period	M Month Y 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/MM/Y	Y Y Y	Loan First Repayment Date:	DD/MM	/ Y Y Y	Y
Option for preferred loan rate:	Fixed Variable		Option for preferred loan rate:	Fixed Variable		
Do you see any additionation over the coming 12 mont	· YAS	No	Do you see any addition over the coming 12 mon		Yes No	
lf yes, please provide details:						

Application details: describe briefly the purpose of facility 1 / 2 and what financial input is being provided by you and the source of these funds. Provide details of any grant aid / other specialist funds e.g. grant aid from the Department of Agriculture, Food and the Marine, etc

#### **Additional Information**

Depending on the purpose of your borrowing further details may be required. If you are building / developing farm facilities, details of the costs, availability of farm grants, etc. will be required

#### **Security/Collateral Proposed**

Depending on your borrowing purpose you may be required to provide information relating to the security. For example, if you are purchasing land the address, folio number, property valuation, etc

#### **Attachments**

These details may not be required for all applications. Your Business Consultant will advise you what further information is required to ensure a speedy decision.

Completed application form	Yes	No	Date Recieved
Management Accounts	Yes	No	Date Recieved
Certified/Audited Accounts	Yes	No	Date Recieved
Confirmation of Tax Affairs	Yes	No	Date Recieved
Proof of Tax Number/ PPSN	Yes	No	Date Recieved
Other	Yes	No	Date Recieved

#### Security/Collateral Proposed

Partnership agreement is required, your Business Consultant will inform you if additional security is required

#### Other Documentation that may be Required

These details may not be required for all applications. Your Business Consultant will advise you what further information is required to ensure a speedy decision.

12 months of all Business Bank Account Statements	Yes	No	Date Recieved	
3 months of personal current account statements for onGuarantors	Yes	No	Date Recieved	
6 months of personal current account statements for Guarantors	Yes	No	Date Recieved	
Aged Debtors Listing	Yes	No	Date Recieved	
Aged Creditors Listing	Yes	No	Date Recieved	
Farm Plan	Yes	No	Date Recieved	
Cash flow statement/ projections	Yes	No	Date Recieved	
Milk Statements	Yes	No	Date Recieved	
ICBF Report	Yes	No	Date Recieved	

For Bank Use Only		
Branch	Application No.	
CIF No. 1	CIF No. 2	
Recieved By		Date: DD / MM / YY

## Part 4 (i) -Direct Marketing

Permanent TSB plc will use your personal data to iidentify 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		Mobile	
Telephone		Text Message	
Email		Post	

Please indicate your consent to be contacted by mobile phone. Yes 🗖 No

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 may contact us by writing to FREEPOST F4940, Customer Data Quality (Direct Marketing), PTSB, 56-59 St. Stephen's Green, Dublin 2, D02 H489, Ireland, by phone on 0818 50 2424 or +353 1 212 4101 or go to your local branch.

Permanent TSB plc would like to use your personal data to provide you with information about products, services or special offers (for example rewards, discounts and cashback programmes) from carefully selected third parties.

## Part 4 (ii) -Third Party Products

Permanent TSB plc will never share your personal data with these 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 may contact us by writing to FREEPOST F4940, Customer Data Quality (Direct Marketing), PTSB, 56-59 St. Stephen's Green, Dublin 2, D02 H489, Ireland, by phone on 0818 50 2424 or +353 1 212 4101 or go to your local branch.

## Part 4 (iii) - Merchant Solutions with Worldpay

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 payments? Yes 🔲 No 🗖

	If so, how do you take payments and	who is your current r	providor?	
•	II SO, HOW UO YOU LAKE PAYINEINS AND	i who is your current p		

• 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 4 (iv) - Signature and Declaration

To be completed for individuals listed in part 2 Personal Details

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 4 (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 4 (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:

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 Business24 Users

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

The Bank is hereby requested and authorised, that any  $\square$ /any  $\square$ /all  $\square$  (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 User 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.

#### 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 Incorporation

The Company agrees to furnish the Bank with the certificate of incorporation (including any certificates of incorporation 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:	Date:
DD/MM/YYYY	DD/MM/YYYY
Name	Name
Name	Name
Name Signature	Name 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**

N I a ma a

## **Declarations:**

**Branch Management Authorisation** 

Bank Staff Signature

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.

		Naille		
Signature		Signature		
Name		Name		
Signature		Signature		
Date: D D / M M / Y	Y Y Y	Date: D D / M M / Y Y	Y	Y
To be signed by all partners or in accordance with the mandate as set	: out in section i	3.		
For Bank use only			]	ļ
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
If trading under a registered name, the Certificate of Registration of Business Name.		Fully Completed Application & Mandate.		
Evidence of Charitable Status, if applicable.		Photo ID and Proof of Address for all Signatories and Internet Users.		
		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 th	ne 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:				

Any amendments made to this document after completion must be initialled by a representative of the applicant identified in section B

Date:

#### **List of Accounts**

This section lists all accounts currently active.

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:
	Pusinger 24 (Ver/Ne):
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



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

otsb

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