

# Treasury Mandate for Charities

We  (the "Charity")

Registered Number

Charity Number\*

\* Under the Return of Payments Regulations 2008, please provide your Charity Number. For DIRT exemption status on your Account, please tick here

having its principal address at

on the  day of  year

hereby agree to the following Terms and Conditions:

## Part 1 Terms and Conditions

- 1 THAT Anglo Irish Bank Corporation Limited (the "Bank") be and is hereby requested and authorised to open and/maintain in the name of the Charity such account(s) (each an "Account") denominated in such currencies as the Bank may now or from time to time consider appropriate.
- 2 THAT the Bank may close any Account on giving written notice of such closure to the Charity.
- 3 THAT the Bank be and is hereby requested and authorised to:
  - give effect to any instruction relating to any lodgement to or withdrawal or transfer from any Account;
  - honour and negotiate all cheques and other negotiable instruments drawn, made, endorsed or accepted by or on behalf of the Charity;
  - enter into with the Charity any Treasury Transaction from time to time requested on behalf of the Charity;
  - enter into with the Charity any trade finance and similar transaction from time to time requested on behalf of the Charity;
  - issue any letter of credit, guarantee or indemnity requested on behalf of the Charity; and
  - generally to act on all instructions and requests relating to the accounts, affairs and transactions of the Charity from time to time,

provided such instruction, request or other action is believed by the Bank in good faith to have been made, given or effected by the Authorised Signatories on behalf of the Charity in accordance with the signing instructions in Parts 1 and 3 of this Mandate and notwithstanding that such action may lead to borrowing or cause any of the Accounts to be overdrawn or any overdraft to be increased.

- 4 THAT the Charity hereby agrees that the Bank's Treasury Terms and Conditions as in force from time to time (the "Treasury Conditions") apply to all Treasury Transactions. The Charity acknowledges that the Treasury Conditions may be viewed on the Bank's website ([www.angloirishbank.com](http://www.angloirishbank.com)) or copies may be obtained from any of the Bank's branches during normal working hours.
- 5 THAT the Bank be and is hereby requested and authorised at its sole discretion to provide any or all services, and to enter into and/or effect any and all transactions, via such methods of communication, including electronic means as the Bank shall select at the Bank's sole discretion on such terms and subject to such conditions as the Bank shall specify from time to time.
- 6 THAT the Charity acknowledges and agrees that all services provided and transactions entered into and/or effected by electronic means (whether through the internet and/or such other communication network and/or medium as may be used by the Bank from time to time at its sole discretion) are subject to the terms and conditions for electronic banking contained in the Treasury Conditions.
- 7 THAT the Charity acknowledges that nothing in the arrangements between the Bank and the Charity 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 existing or implied by law or otherwise.
- 8 THAT the Charity agrees that it will examine all statements supplied by the Bank setting out transactions on any Account and agree that, unless it objects in writing to any of the matters contained in such statement within 7 days of the date of such statement, the Charity shall be deemed conclusively to have accepted all the matters contained in such statement as true and accurate in all respects.
- 9 THAT the Bank be informed by notice in writing, signed by at least one Principal Officer or the Secretary, as soon as may be, of any change taking place from time to time in the Principal Officers or Authorised Signatories of the Charity.
- 10 THAT the Bank be assisted in the discharge of its anti-money laundering responsibilities by the Charity providing such information and evidence as the Bank may request from time to time in this regard.
- 11 THAT the Bank shall have no responsibility for and shall be indemnified by the Charity in full on demand against any loss, damage or other liability suffered or incurred by the Bank or the Charity, as the case may be, in connection with any instruction or request believed by the Bank in good faith to have been given in accordance with this Mandate.
- 12 This Mandate, having been notified to the Bank, shall supersede any prior Mandate and remain in force unless and until revoked, varied or supplemented by new instructions given by all of the members of the Charity notwithstanding

any change in the constitution or name of the Charity and shall apply notwithstanding any change in the membership of the Charity by reason of death, bankruptcy, retirement, disability or otherwise of any member or the admission of any new member or members.

- 13 This Mandate shall be governed by Irish law.
- 14 Each member of the Charity shall be jointly and severally liable for any obligation that may be incurred to the Bank on behalf of or in the name of the Charity.
- 15 Upon any person ceasing to be a member of the Charity by death or otherwise the Bank may, in the absence of written notice to the contrary from all remaining members of the Charity or from the executors, personal representatives or trustees of the outgoing member, treat the surviving or continuing members or member for the time being of the Charity as having full power to carry on the business of the Charity and to deal with its assets as freely as if there had been no change in the Charity.
- 16 In this Mandate the expression "Treasury Transaction" means and includes:
  - any deposit transaction;
  - any foreign exchange contract between the Bank and the Charity including any currency swap, currency option, forward foreign exchange contract and any other contract as is similar to or derived from any of the foregoing;
  - any interest rate contract between the Charity and the Bank including any interest rate swap, interest rate option, forward rate agreement, cap, collar, floor and any other contract as is similar to or derived from any of the foregoing;
  - any purchase and sale of or other dealing in commercial or government paper, bonds, certificates of deposit and other securities on behalf of the Charity; and
  - such other transactions effected on behalf of, or entered into with the Charity as may from time to time be covered by the Treasury Conditions.

## Part 2 Acceptance of Terms and Conditions

We confirm and agree that the Terms and Conditions in Part 1 comprise our instructions to the Bank and form part of the Terms of this Mandate, which we hereby accept and agree.

Signed by Principal Officer

Signed by Principal Officer

Dated  day of  year 20

Anti-money Laundering Regulations specify that we collect further documentation from you. We will require Photo I.D. and address verification for two Principal Officers and two Authorised Signatories with this Mandate.

## Part 3 Authorised Signatories

### Authorised Signatory

Name

Residential Address

Contact Number

Date of Birth

Email Address   
(Insert only if you DO wish to receive marketing materials from Anglo by email)\*\*

Signature

Marketing Opt-Out (If you do NOT wish to receive marketing calls or post from Anglo, please tick)\*\*

\*\*See Marketing Consent overleaf for details.

### Authorised Signatory

Name

Residential Address

Contact Number

Date of Birth

Email Address   
(Insert only if you DO wish to receive marketing materials from Anglo by email)\*\*

Signature

Marketing Opt-Out (If you do NOT wish to receive marketing calls or post from Anglo, please tick)\*\*

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### Authorised Signatory

Name

Residential Address

Contact Number

Date of Birth

Email Address   
(Insert only if you DO wish to receive marketing materials from Anglo by email)\*\*

Signature

Marketing Opt-Out (If you do NOT wish to receive marketing calls or post from Anglo, please tick)\*\*

\*\*See Marketing Consent overleaf for details.

Treasury Transactions Authorisation Requirements - Please state the number of Authorised Signatories required to authorise Treasury Transactions.

Any One  Any Two  All of us  Other (Please specify)

**WARNING: The Bank is permitted to act on the instructions on the Account set out above. For example, where some but not all of the Account Holders are Signatories on the Account, those Signatories have access to and may withdraw all of the funds in the Account or enter into any Treasury Transaction without requiring the consent of the other Account Holders. If no restrictions are specified, Anglo may, at its sole discretion, accept and act on the instructions or purported instructions of any of the Authorised Signatories however given.**

### Part 4 List of Principal Officers

Name	Residential Address	Occupation/Title	Date of Birth	Signature	Email Address (Insert only if you DO wish to receive marketing materials from Anglo by email)**	Marketing Opt-Out (If you do NOT wish to receive marketing calls or post from Anglo please tick below)**

\*\* See Marketing Consent overleaf for details.

# Treasury Mandate for Charities (continued)

## Data Protection Notice

Anglo Irish Bank Corporation Limited (“Anglo” or “we”) will retain details, information and personal data which are collected from the Charity and/or from third parties in respect of the Charity’s application/Account (“personal data”). Personal data relating to the Charity Account will be kept and used for the purposes of providing banking services and the processing of transactions on the Charity Account. Such processing may be carried out by us or on our behalf by our agents and service providers. We may also use personal data for fraud prevention, audit, legal or regulatory purposes or market research.

Anglo is registered under the Data Protection Acts 1988 and 2003 and personal data will be processed and disclosed in accordance with Anglo’s obligations therein.

We may disclose details of personal data if required to do so by law or if the Charity requests or consents to us providing personal data to another party. Personal data may also be disclosed to the Society for Worldwide Interbank Financial Telecommunication (SWIFT) in relation to processing fund transfers and to US and other authorities for the prevention of terrorism, compliance with applicable laws and other security reasons. Personal data may also be transferred outside the European Economic Area where data protection laws may not be equivalent to those in Ireland.

We may from time to time make searches on the files of credit reference agencies who will record the results of the search. We may also provide information concerning the manner in which the Charity Account is conducted to credit reference agencies.

We may disclose personal data in connection with any loan transfer, securitisation or otherwise, into which we, in our sole discretion, may enter.

Individuals have a right to request a copy of the information we hold about them for which we may charge a small fee, and to have any inaccuracies in their information corrected by writing to us at the address below. Proof of identity will be required. Please note that telephone calls may be recorded to confirm instructions given and for training and quality control purposes. Should an email address be provided to us, we will communicate via unencrypted email unless otherwise advised in writing.

By completing this form, each Signatory agrees and explicitly consents to our use and disclosure of their personal data in the manner outlined in this application.

Anglo Irish Bank Corporation Limited is regulated by the Financial Regulator in Ireland.

## \*\*Marketing Consent

We may use personal data for the purposes of providing individuals with information relating to our goods and services, and those of our associated and affiliated companies and/or third parties. We may also share this information with our associated and affiliated companies and/or third parties to enable them to contact individuals directly in relation to their goods and services. Any individual who does not wish to receive such information, please tick the marketing opt-out box above.

Individuals may at a later date request that we cease using the information for marketing purposes by writing to us at Anglo Irish Bank Corporation Limited, Stephen Court, 18/21 St. Stephen’s Green, Dublin 2.

Anglo Irish Bank 

### Anglo Irish Bank Corporation Limited

Stephen Court  
18/21 St Stephen’s Green  
Dublin 2, Ireland

Tel: +353 1 616 2000

Fax: Treasury +353 1 616 2482

Web: [www.angloirishbank.com](http://www.angloirishbank.com)