



AL RAYAN BANK



SHARIA COMPLIANCE GUARANTEED

**Profit not interest**

Banking you can **believe** in

**Notice Accounts**

Special conditions

[alrayanbank.co.uk](http://alrayanbank.co.uk)

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# Section A: Words with special meanings

The **special conditions** set out below apply to the **notice account**. These special conditions are in addition to the **conditions** which apply to **our** banking services generally, copies of which **we** gave **you** when **you** first became a customer (further copies are available from **us** on request).

The **conditions** and these **special conditions** form the agreement between **us** for the provision of a **notice account**. The **conditions** comprise a separate framework contract for payment services applicable to all accounts. In the event of a conflict between these **special conditions** and the **conditions**, these **special conditions** shall apply.

In the sections of this booklet that follow, words are used that have special meanings. **We** have put these special words in bold text to help **you** identify what those special words mean when used in this booklet.

**You** should refer to the words with special meanings set out in the **conditions**, as some of those special words are also used below. The following are the special words that are used together with their special meanings:

Special word	Meaning
<b>calculation date</b>	The last <b>working day</b> in each calendar month.
<b>calculation period</b>	A monthly period equivalent to a calendar month.
<b>conditions</b>	The terms and conditions that apply to <b>our</b> banking services as detailed in the consumer banking terms and conditions booklet (non-business customers), and the business banking terms and conditions booklet (business customers).
<b>deposit amount</b>	The amount of funds available in <b>your account</b> to be invested by <b>us</b> , and which is intended to be a deposit for the purposes of the Financial Services and Markets Act (FSMA) 2000.

Special word	Meaning
<b>deposit profit</b>	The actual profit paid at the end of each <b>calculation date</b> , or on the date of termination of <b>your account</b> .
<b>expected profit rate</b>	The <b>expected profit rate</b> published on a monthly basis on <b>our</b> website and in <b>our</b> branches or by any other method agreed with <b>you</b> .
<b>notice</b>	A notice form, which is available online, by post and in branch, sent by <b>you</b> to <b>us</b> informing <b>us</b> of <b>your</b> intention to <b>withdraw</b> a certain amount from <b>your account</b> , after a minimum of 60, 90, 100 or 120 days, as applicable to <b>your account</b> .
<b>notice account the "account"</b>	<b>Your</b> 60, 90, 100 or 120 day <b>notice account</b> or the " <b>account</b> ". The <b>conditions</b> and these <b>special conditions</b> apply to <b>your</b> 60, 90, 100 or 120 day <b>notice account</b> , even if the name on the <b>notice account</b> or the number changes.
<b>notice account special conditions</b>	The <b>special conditions</b> that govern <b>your notice account</b> described in this booklet.
<b>Sharia Supervisory Committee</b>	The committee <b>we</b> have established comprising of eminent religious scholars to advise <b>us</b> on the Sharia rules and principles upon which <b>our</b> products and services, including <b>your account</b> , will operate.
<b>Wakala fee</b>	The fee due to <b>us</b> in respect of <b>your account</b> , as specified in clause 5 of these <b>special conditions</b> .
<b>withdrawal</b>	A <b>withdrawal</b> from <b>your account</b> which is only completed once <b>we</b> have processed the relevant required 60, 90, 100 or 120 day <b>notice</b> .
<b>we, us and our</b>	Al Rayan Bank PLC. Registration No. 4483430. Our registered office is located at 44 Hans Crescent, Knightsbridge, London, SW1X 0LZ.
<b>working day</b>	Any day on which banks are usually open for business in the United Kingdom, excluding Saturdays, Sundays and bank or other public holidays.
<b>you and your</b>	The person or persons as individuals, business or institution signing the application form for a <b>notice account</b> . The words <b>you</b> and <b>your</b> are to be construed according to the context.



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## Section B: The notice account

### 1. The notice account

- 1.1 The **notice account** is a Sharia compliant deposit account of no fixed duration. It is possible to make any number of payments into the **account** and it is possible to withdraw money from the **account**, however, **we** ask **you** to give **us** the relevant **notice** that applies to **your account**, before **you** withdraw (except as stated in Section C for Charities' Notice Savings Account).
- 1.2 This **account** is designed for individuals (singular or joint), businesses, institutions, charities and masjids who wish to place deposits in compliance with Sharia principles.
- 1.3 Unlike conventional 'interest paying' deposit accounts, **we** do not pay interest on the **notice account**. Instead **we** place the **deposit amount** in Sharia compliant investments that **we** select. At the end of each **calculation period** **we** will calculate **your deposit profit** and credit **your account** with the amount **you** earned during that **calculation period**. Additional information concerning the operation of **your account** can be found in **our notice account** leaflet, a copy of which **we** will give **you** when **you** open **your account** (further copies available on request).
- 1.4 The procedure to be followed on **your account** is set out in clause 3 and 4 of these **notice account special conditions**.
- 1.5 In opening a **notice account** **you** acknowledge that **your** money will be consolidated with **our** funds including any other funds belonging to **our** other customers, and that **your** money will be invested in accordance with these **special conditions**.
- 1.6 **You** can open a **notice account** with **us** in Sterling only and all deposits must be in Sterling.
- 1.7 To open a **notice account** **you** must be at least 16 years of age.
- 1.8 The **account** can be operated as an individual(s), business, institution, charity or masjid **account**.
- 1.9 The minimum opening balance is £250 (except for Charities' Notice Savings Account, please see Section C of these **special conditions** for the minimum opening balance required). The initial **deposit amount** must be made within fourteen (14) days of **your account** being opened.
- 1.10 **You** will not be penalised if **your account** falls below the minimum opening balance. However, if **your account** has a zero balance for a period of three (3) months consecutively, **we** have the right, but are not obliged, to close **your account**.

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- 1.11 **Your** right to the **deposit amount** and the **deposit profit** from **your account** is not transferable to any other party.
  - 1.12 **We** can refuse to open a **notice account** or to accept a deposit without giving **you** any reason.
  - 1.13 **We** operate **our accounts** in strict accordance with the rulings and guidance given by **our Sharia Supervisory Committee**. By agreeing to these **notice account special conditions** **you** agree to be bound by the rules and guidance of **our Sharia Supervisory Committee** with respect to all matters relating to the interpretation and application of Sharia to the **notice account**.
  - 1.14 If **you** have any questions as to how the **notice account** operates in practice, **our** staff will be happy to answer **your** questions.

## 2. Operation of your account

- 2.1 The **account** is operated on the Wakala principle.
- 2.2 **You** agree for the placement of the **deposit amount**, at **our** own discretion, in Sharia compliant transactions on an on-going basis until **you** instruct **us** to close **your account**.
- 2.3 **You** hereby authorise **us** to enter into any Sharia compliant transactions to enable **us** to fulfil **our** obligations under the **notice account special conditions**.
- 2.4 **We** will not assume, or be deemed to have assumed, any additional obligations to, or to have any special relationship with **you** other than those for which specific provision is made in these **notice account special conditions**.
- 2.5 **You** agree to:
  - 2.5.1 pay **us** the **deposit amount**;
  - 2.5.2 authorise **us** to arrange for payment and collection of funds, and to execute and deliver any endorsements, assignments or any other instruments required in connection with **your account**; and
  - 2.5.3 comply with these **special conditions** and all other **conditions** that apply to this **account**.
- 2.6 **We** agree:
  - 2.6.1 to invest the **deposit amount** in Sharia compliant transactions.
  - 2.6.2 to calculate the **deposit profit** generated on **your deposit amount** at each **calculation date** and credit **your account** with the **deposit profit** accrued;

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- 2.6.3 to pay **you** any **deposit profit** gross, without deducting any applicable income or other tax that **you** are required to pay based on **your** income tax bracket. Any savings returns **you** earn above **your** Personal Savings Allowance (PSA) limit will be subject to UK tax and it is **your** responsibility to declare this to HM Revenue & Customs. This means that under the PSA limit, basic rate taxpayers (20%) can earn £1,000 in savings profit tax-free, whilst higher rate taxpayers (40%) receive £500 in savings tax-free per annum. Additional rate taxpayers (45%) do not receive any allowance. Please note that this applies to the total savings returns **you** earn from all banks and building societies, not just Al Rayan Bank.
- 2.6.4 that **we** will endeavour to achieve the **expected profit rate** for the relevant **calculation period** by monitoring the return on **our** investments.

### 3. Procedures for making payments into your notice account

- 3.1 **You** can make payments into **your notice account** using **our** online banking service, by post, in branch or by telephone. For full details of the payment options available to **you** please refer to the **conditions**. For withdrawals please refer to paragraph 4 below.
- 3.2 If **you** want to use **our** online banking service to operate **your notice account**, **you** must already be registered for **our** online banking service and have accepted **our** online banking service terms and conditions, or do so as part of the application process for **your notice account**. **You** may register for **our** online banking service by calling **us** on 0800 4086 407.
- 3.3 If **you** have registered for **our** online banking service, **we** may send **you** any communication relating to **your account**, including but not limited to variations to the terms or applicable profit rate to **your account**, by secure messages via **our** online banking service or by post. **You** must access the online banking service to check **your** secure messages and balance regularly at least once every thirty (30) days.

### 4. Procedures for closing and making withdrawals from your notice account

- 4.1 **We** will continue to invest **your deposit amount** until **you** communicate to **us** in writing **your** intention of closing **your account**. **You** must give **us** notice of **your** intention to close **your account**, at least equal to the **withdrawal notice** period applicable to **your account**.
- 4.2 **You** will not be able to make any partial or full **withdrawal** or close **your account** before **you** send **us** the relevant **notice**, as applicable to **your account**, and **you** agree not to request an early payment, in whole or in part, of **your deposit amount** or any accrued **deposit profit**, without the required **notice** period (except as stated in Section C for Charities' Notice Savings Account).



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- 4.3 To make a **withdrawal** you need to send **us** a **withdrawal notice** specifying the amount of **withdrawal** and the date which should not be less than the required **notice** period, applicable to **your account**, including non-working days. The amount of **withdrawal** can be any amount up to the full **deposit amount**.
- 4.4 If the **withdrawal** date has fallen on a non-working day, the **withdrawal** date will be rolled forward to the next **working day**.
- 4.5 Where **you** have requested or arranged that **you** will collect **your withdrawal** in person and **your withdrawal** is not made within twenty one (21) days (inclusive of non-working days) of the intended **withdrawal** date, the **notice** will be deemed to have expired and a further **notice** will be required.
- 4.6 The **notice** form can be requested through the branch, or via **our** call centre, by post or online. **Your** applicable **notice** period will commence on the date **we** receive **your notice**. **Your** funds will then be available dependant on **your** chosen **withdrawal** option:
- 4.6.1 If **your withdrawal** is by cash, personal cheque drawn on **your account** or if **your withdrawal** is paid into a nominated Al Rayan Bank **account** then **your** funds/cheque will be available on the 60<sup>th</sup>, 90<sup>th</sup>, 100<sup>th</sup> or 120<sup>th</sup> day, as applicable for the required **notice** period on **your account**, (taking into account **working days**). For cheque clearance times please refer to the **conditions**.
- 4.6.2 If **you** want **your** funds transferred into an external account, the funds will be transferred through the relevant payment scheme e.g. Faster Payment Service (FPS), to the beneficiary account and the recipient bank/building society is then responsible for applying the funds to the beneficiary account upon receipt and they may do this on the same day or later.
- 4.6.3 **We** will charge **you** a fee for making a CHAPS payment, where **your** funds have to be transferred to an external account by the CHAPS payment system, due to the amount of funds exceeding the limit for funds transfer via the relevant payment scheme. However, the payment date should not occur before the last day of the required **notice** period. Please refer to **our** Tariff List for **our** current charges applicable to **your account**.
- 4.7 All communications sent to **you** by **us** regarding transactions on **your notice account** will be sent to **your** UK contact address, marked for **your** attention.

## 5. Our Wakala fee

- 5.1 **We** will agree a nominal **Wakala fee** with **you** of £1.
- 5.2 **We** shall be entitled to the **Wakala fee** and any profit generated by investing **your deposit amount** exceeding the **expected profit rate** as an incentive.

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## 6. Our liability to you

- 6.1 Subject to 6.2 and 6.5 below, **we** will only be liable for the actual amount of any loss, cost or expense which **you** suffer and which is linked directly to anything **we** are responsible for and which **we** could reasonably predict and is not beyond **our** reasonable control. Except where the **account** is operated for personal use, **our** liability pursuant to this clause 6.1 will be limited to the monetary amount of the relevant transaction in relation to the **account** pursuant to which **our** breach of contract or negligence occurred.
- 6.2 **We** will not be liable to **you** for any losses that are not directly associated with any damages arising from the operation of **your account**, loss of profits, loss of business, loss of goodwill or any form of special damages arising from the operation of the **account** whether such liability was reasonably foreseeable or not and whether or not **we** have been advised of the possibility of such loss being incurred.
- 6.3 Where **you** use any third party aggregation service, **we** will not be liable to **you** for any fraud, mistakes on **your account**, losses that are not directly associated with any damages arising from the operation of **your account**, loss of profits, loss of business, or loss of goodwill resulting from, caused by or associated with such use of any third party aggregation service.
- 6.4 Unless **we** have failed to comply with **our** responsibilities under these **special conditions**, **we** will not be liable for any shortfall between the **expected profit rate** applicable to **your account** and the actual **deposit profit** paid at the **calculation date**.
- 6.5 Nothing in this clause 6 excludes **our** liability for fraud by **us**, **our** staff or agents or **our** liability for death or personal injury caused by **our** negligence or the negligence of **our** staff or agents.
- 6.6 Nothing in this clause 6 excludes **our** liability for losses **you** suffer as a direct result of **our** failure to comply with **our** responsibilities under the Financial Services & Markets Act 2000.
- 6.7 If **your deposit amount** returns a loss, **we** shall offer to make good the amount of any shortfall that you may have suffered. **We** are required by current UK bank regulations and policy, pursuant to clause 6.6, to make this offer to **you**. If **you** choose to accept this offer, **you** shall be entitled to receive payment from us of the full amount that **you** had previously deposited with **us**. **You** are entitled to refuse this offer from **us**.
- 6.8 **We** would like to draw **your** attention to the guidance offered by **our Sharia Supervisory Committee**. Their guidance is that if **you** accept **our** offer to make good the amount of any shortfall (set out in **special condition 6.7**), **you** will not be complying with Sharia principles.

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- 6.9 In certain circumstances **we** may not be able to pay back to **you** the amount that **we** are obliged to under these terms and conditions. If the terms of the Financial Services Compensation Scheme (FSCS) apply in these circumstances, **you** may be able to apply to the FSCS for payment of compensation.
- 6.10 If you have suffered a loss in respect of which **we** have made an offer to **you** which **you** have accepted (see **special condition 6.7**), **you** may be able to apply successfully to the FSCS for payment of compensation, if **we** fail to make payment to **you** in respect of that loss. If **you** have refused such an offer from **us**, **you** may not be able to apply successfully to the FSCS for payment of compensation in respect of the amount that was previously refused by **you**.

## 7. General provisions

- 7.1 Each provision of these **notice account special conditions** is severable which means that should any individual provision become invalid or contravene any applicable legislation or regulatory requirement, the relevant provision will be deemed to be deleted from these **special conditions** and will have no force or effect. However, the remaining provisions of the **account special conditions** shall remain in force and effect.
- 7.2 The laws of England and Wales govern these **special conditions**.
- 7.3 These **special conditions** are provided to **you** in English, which is the language **we** will use to communicate with **you** throughout **our** dealings with **you** in relation to **your account**.
- 7.4 **You** have the right to cancel **your account** without **charge** and without giving any reason, within fourteen (14) calendar days from either the day of opening the **account**; or from the day on which **you** receive the contractual terms and conditions and any other pre-contractual information, if that is later than the date of opening the **account**.
- 7.5 We both recognise and agree that the payment and receipt of interest is against Sharia principles and do not form part of any contractual entitlement in respect of this product. We both agree with each other that neither of us will in any proceedings against the other, claim interest from the other and we both expressly waive and reject any entitlement to recover interest from the other.

## 8. Telephone recording

For training and security purposes **we** may monitor and/or record any telephone instruction given or purported to be given by **you**. **Our** recordings shall be and remain **our** sole property.

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## 9. Statements

Paperless statements will be available to **you** as the default option unless **you** choose to receive paper statements. **You** can contact **us** for information regarding particular payment transactions at any time after the payment transaction has occurred.

## 10. Closure

- 10.1 If **you** wish to close **your account**, **you should** follow the procedure outlined in paragraph 4.1 above. On closure **we** will pay **you your deposit amount** plus any **deposit profit** accrued in accordance with paragraph 4.1.
- 10.2 All written communications sent by **you** to **us** regarding **your notice account**, including any **notice**, should be sent to **our** office at:
- Al Rayan Bank PLC  
PO Box 12461  
Birmingham  
B16 6AQ
- 10.3 The **account** can be closed by **us** if **we** have reasonable grounds to believe that **you** are operating the **account** inappropriately or not in line with the **conditions** or these **notice account special conditions**.



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# Section C: Specific conditions for Charities' Notice Savings Account

## 11. Eligibility

- 11.1 The minimum opening balance is £50,000 and the maximum balance is £20 million.
- 11.2 **We** reserve the right to change the minimum balance amount at any time.
- 11.3 This **account** is only available to charities, masjids and not-for-profit organisations in the United Kingdom.
- 11.4 Only one Charities' Notice Savings Account per charity, masjid or not-for-profit organisation is permitted.

## 12. Withdrawals

- 12.1 This **account** allows **you** to make either one or two **notice** free **withdrawals** per year without penalty. The year in which these **withdrawals** may be made is based on the twelve month period starting from the **account** opening date. **You** may make one **notice** free **withdrawal** of 20% of the balance at the time of **withdrawal**, or two separate **withdrawals** which total to 20% (e.g. 3% and 17%) of the relevant balances at those times.
- 12.2 Other than the two permitted **notice** free **withdrawals**, **you** will not be able to make a **withdrawal** or close **your account** without providing 100 days' **notice**.
- 12.3 If any part of the 20% **notice** free **withdrawal** limit is not used during the twelve month period, this allowance will not be carried forward to the following period.
- 12.4 **You** will not be penalised if **your account** falls below £50,000. However, **you** will lose **your** right to the two permitted **notice** free **withdrawals** in this case.

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## If we don't get it right

Al Rayan Bank PLC will endeavour to ensure that you receive the highest standard of service and that you are treated with courtesy at all times. If you are unhappy with any aspect of our service, we would like to know why.

For a copy of our Customer Care leaflet dealing with our complaint handling procedures, please call our Customer Care team on 0800 4086 407.

## Membership of the Financial Services Compensation Scheme

Al Rayan Bank PLC is a member of the Financial Services Compensation Scheme.

This scheme may provide compensation, if we cannot meet our obligations. For example, in respect of deposits with a UK office, payments under the scheme are limited to 100% of the first £85,000 of a depositor's total deposits with the bank.

Most depositors including individuals and businesses are covered. The scheme covers deposits made with the offices of the bank within the European Economic Area.

## General Data Protection Regulation (GDPR)

Under the GDPR you have the right of access to your records.

Should you wish to access this right please write to:

Data Protection Officer,  
Data Subject Access Requests,  
Customer Care Team,  
Al Rayan Bank PLC,  
24a Calthorpe Road,  
Edgbaston,  
Birmingham,  
B15 1RP

**Al Rayan Bank PLC is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our firm reference number is 229148.  
Al Rayan Bank PLC is incorporated and registered in England and Wales. Registration No. 4483430.  
Registered office: 44 Hans Crescent, Knightsbridge, London, SW1X 0LZ.**



AL RAYAN BANK

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Want to know more  
about any of our  
products or services?

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Call us on:

**0800 4083 084\***

Monday to Friday, 9am to 7pm.

Saturday, 9am to 1pm.

\*Calls may be recorded for training  
and security purposes.

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Visit: **[alrayanbank.co.uk](http://alrayanbank.co.uk)**

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Write to: **Al Rayan Bank, PO Box  
12461, Birmingham, B16 6AQ**

Or visit any of our branches.

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