

# Business On Line Application Pack for Existing Customers

for completion by  
Sole Corporates

**A Sole Corporate** is a company in which the liability of the members or subscribers of the company is limited to what they have invested or guaranteed to the company.

Bank of Ireland 



# Sole Corporate Legal Agreement

## FOR BANK USE ONLY

### APPLICATION VERIFIED

Signed  (Authorised Official) Sig No.  Date

### CUSTOMER RELATIONSHIP MANAGER

Name  (BLOCK CAPITALS) Email

Telephone  BSUP (applicable) Yes  No

If Yes, Commencement Date           Finish Date

Branch Brand  Does the Company have only One Director Yes  No

## 1. Board Resolution

New setup  Amend existing Customer ID

At a meeting of the Board of Directors\* of

Held on the   day of  in the year

A Bank of Ireland Business On Line Agreement ("the Agreement") comprising the following:

- (a) Resolution;
- (b) Application and Indemnity;
- (c) Account Form;
- (d) Conditions of Use<sup>1</sup> and Customer Handbook<sup>2</sup>

to be entered into between the Company and The Governor and Company of the Bank of Ireland (the "Bank") in relation to certain electronic banking services (the "Services") being provided to the Company by the Bank through the Internet or such other communications networks as may be authorised by the Bank from time to time in connection with the Services or any of them. All documents listed at (a) - (d) above shall form part of this Agreement.

The Directors of the Company having considered the Agreement **It Was Resolved:**

1. That the Company be and is hereby authorised to use the Services being provided by the Bank and which will be accessed by the Company and under which the Company can at any time and from time to time have access to its accounts, financial information or other information or services capable of being accessed as a result of the Company using the Services (or such lesser rights of access to accounts or financial information or other information or services as the case may be, as the Administrator may from time to time in his absolute discretion prescribe) and in addition under which the Company can make transfers from or credits to other accounts where so ever held, where so authorised by the Administrator, as prescribed by the Agreement.
2. That Mr/Ms  (Block Capitals - Also to sign page 2) a Director of the Company and that Mr/Ms  (Block Capitals - Also to sign page 2) a Director/Secretary of the Company be and are hereby authorised to execute the Application and Indemnity in connection with the access and use by the Company of the Services through Business On Line.\*\*
3. That Mr/Ms  Administrator 1 (Block capitals - Also to sign page 4 & 5) that Mr/Ms  Administrator 2 (where required) (Block capitals - Also to sign page 4 & 5)
4. That the Administrator is authorised:
  - (a) to confirm in writing to the Bank the identity of the Originating Accounts (as defined in the Conditions of Use) of the Company in respect of which the Services or any of them will be provided as of the date of execution of the Agreement, together with the identity of the Nominated Account (as defined in the Conditions of Use);
  - (b) to advise the Bank in writing from time to time of any changes to, deletion or addition of Originating Accounts of the Company accessed through the Services; and
  - (c) to perform the other functions identified in the Agreement, as same may be amended or varied from time to time.

\*Includes one Director Company

\*\* A second signatory is not required for a one Director Company

## 2. Application & Indemnity


5. That any changes to the identity of the Administrator or either of them shall be notified to the Bank by the then Secretary of the Company, or 2 Directors signatures.

**I certify that the above is a true copy of the original Resolution duly passed by the Board of Directors**

of  in accordance with its Articles of Association/Constitution at a meeting held on

the  day of  in the year

Chairperson/ Director   (Signature)

Director/Secretary<sup>3</sup>   (Signature)

The Company wishes to access the Services hereinafter more particularly identified and in connection with the use of the Services the Company is issuing to the Governor and Company of the Bank of Ireland (the "Bank") this Application and Indemnity.

By execution of this Application and Indemnity the Company:-

(a) indemnifies and agrees to keep indemnified the Bank against all claims, demands, liabilities, losses, costs (including legal fees on a full indemnity basis), actions, proceedings, charges and expenses whatsoever and howsoever arising which the Bank may incur or suffer by reason of providing the Services to the Company and including but not limited to:

- (i) the Bank acting on any instructions received through the Services;
- (ii) any breach by the Company of this Application and Indemnity or of the Conditions of Use;
- (iii) any errors contained in any instructions submitted by the Company;
- (iv) any unauthorised borrowings arising by reason of the operation of the Services by the Company;

and authorises the Bank to debit any account(s) in the name of the Company with any sums payable by the Company under this indemnity, provided always, however, that the Company shall not incur any liability for any such claims, demands, liabilities, losses, costs, actions, charges and expenses as are referred to in this paragraph where they arise out of any fraud or negligence duly proved on the part of the Bank or its employees. For the avoidance of doubt this indemnification shall also apply to any further electronic banking services provided by the Bank to the Company, which the Company applies for (by application of the Administrators or otherwise) subsequent to the date of this Application and Indemnity (including but not limited to the provision of Electronic Funds Transmission Services).

If you do not wish the Administrator to have the facility of receiving passwords over the phone please tick here  ;

If you wish to receive an update on the status of your application via text, please provide your mobile phone number here  ;

(b) hereby confirms to and for the benefit of the Bank that the Administrator may, (notwithstanding the terms of any mandates already provided by such Company to the Bank in respect of the operation of its accounts) at any time and from time to time by letter in writing to the Bank, amend the provisions of any mandate given by the Company to the Bank in respect of any Originating Account: (i) by the deletion of certain account(s); (ii) by the addition of certain account(s); or (iii) by the addition and deletion of certain account(s).

(c) acknowledges that the Bank may admit, compromise or reject any claims made upon the Bank in connection with the use of the Services without reference to or authority from the Company.

(d) acknowledges and agrees that if the Company has an expressly agreed overdraft facility, that the Services shall be operated at all times within such facility. The Company further acknowledges and agrees that any implied limit (if any) on any account of the Company will not under any circumstances be recognised or taken into account in connection with the operation of the Services.


**The Company has read and agreed to be bound by this Application and Indemnity and all of its terms and the Conditions of Use and the Customer Handbook, all of which as may be amended from time to time at the Bank's discretion. The Company acknowledges that the Bank shall not accept any amendments, variations, replacements or substitutions to this Application and Indemnity, the Conditions of Use or the Customer Handbook required by the Company. Words and phrases not specifically defined in this Application shall have the same meaning as in the Conditions of Use when used in this Application and Indemnity.**

This Application and Indemnity dated the  day of  in the year

Director   (Signature)

(Signatures must match persons nominated in point 2 of page 1)

(Block Capitals)

Director/Secretary\*   (Signature)

(Signatures must match persons nominated in point 2 of page 1)

(Block Capitals)

of  (Company Name)

as authorised by a Resolution, a certified copy of which is attached, passed by the Board of Directors

on the  day of  in the year

<sup>3</sup> Must be signed by an individual other than the Chairperson/Director who has signed above.

\* A second signatory is not required for a one Director Company

### 3. Account Details

This section of the Application form must be completed by the Administrators nominated by the Customer in respect of all the Originating Accounts of the Customer in respect of which the Services will be provided. Defined terms bear the meaning appearing in the Conditions of Use.

\* Denotes mandatory fields that must be completed

Customer Name\*

Address\*

Company Email Address\*

Telephone\*

Fax

Customer Administrator 1\*  (Block Capitals)  
(as identified on page 1 section 3)

Customer Administrator 2\*  (Block Capitals)  
(as identified on page 1 section 3)

The Administrator(s) must sign in the box at the bottom of this page.

Bank Contact Name/Relationship Manager

Principal Branch Name

Principal Branch NSC

#### Administrator Mobile Phone Number for Business On Line Security Codes

Administrators Mobile Phone Country Prefix (please tick appropriate)

+353  +44  +1  other

Administrators Mobile Phone Number

The Administrator Mobile Phone number will be used to authenticate (via SMS) Users with 'Payee Authentication' rights on your Business On Line profile. Business On Line will send security codes to this nominated phone only. Please note that only one mobile phone may be nominated by the Administrators.

#### Daily Payment Control Limit

Daily Payment Control Limit

Your Daily Payment Control Limit is the maximum amount you can send to third parties on Business On Line in one day. It is an important control measure and you should set it to an appropriate figure for your payment requirements.



## Confidential Administrator Details


The administrator(s) must complete the Administrator details application form(s) below.  
All details with the exception of the fax number are mandatory and must be completed.

### Administrator 1 Details (as identified on page 1 section 3)

Please complete and return with Legal Agreement.

Company Name	<input type="text"/>		
Administrator Name	<input type="text"/>		
Title	<input type="text"/>	Email address	<input type="text"/>
Work Mobile Number	<input type="text"/>	Fax	<input type="text"/>

I hereby confirm for your purpose the following information, which the Bank will use for identification purposes in dealing with me in my role as Administrator. **(Note: All five are mandatory)**

Date of Birth	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Middle Name	<input type="text"/>
Work Phone Number	<input type="text"/>
Mother's Maiden Name	<input type="text"/>
Home Address Post Code	<input type="text"/>
Administrator Signature	 <input type="text"/>
Date	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>

## Confidential Administrator Details


The administrator(s) must complete the Administrator details application form(s) below.

### Administrator 2 Details (as identified on page 1 section 3)

Please complete and return with Legal Agreement.

Company Name	<input type="text"/>		
Administrator Name	<input type="text"/>		
Title	<input type="text"/>	Email address	<input type="text"/>
Work Mobile Number	<input type="text"/>	Fax	<input type="text"/>

I hereby confirm for your purpose the following information, which the Bank will use for identification purposes in dealing with me in my role as Administrator. **(Note: All five are mandatory)**

Date of Birth	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Middle Name	<input type="text"/>
Work Phone Number	<input type="text"/>
Mother's Maiden Name	<input type="text"/>
Home Address Post Code	<input type="text"/>
Administrator Signature	 <input type="text"/>
Date	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>