

Third-Party Access – Guidance and Mandate

Third-Party Access – Guidance

There are different types of access that can be granted to your account, depending on your mental capacity. You can complete a third-party mandate, which is a document specific to The Royal Mint, to tell us that you want to give another person access to your account. There are other options available to you, which we describe below, but unlike the third-party mandate these options give someone access to accounts you hold with different organisations.

If you want to complete a Third-Party Mandate, a copy can be found at the end of this guidance. This must be completed and signed by the account holder and signed by your third-party representative. Please complete and return to us – we will normally action your request within 10 working days.

We may carry out certain personal identity and residency checks on persons who have third-party access, for the purposes of anti-money laundering, identification, and risk mitigation. A third-party must agree to these checks and provide us with such documentation as we may require to satisfy these purposes from time to time. A third-party must not be currently restricted from using our services or otherwise prohibited from having a customer account. A third-party must also agree not to infringe on any rights of ours or our licensees, including intellectual property rights such as copyright or trademark rights.

1. Third-Party Mandates

A third-party mandate is a formal instruction from you to us. It lets us know that you want us to grant access to your account to someone else. This can cover all of your accounts or just that which you specify. As part of any request, you would be required to set up a password for the third-party to use for us to verify their identity.

You must specify the type of access that you wish to grant out of the following options:

- 1) Full Access (i.e. to operate the account in the same manner as you would)
- 2) Place Orders
- 3) Cancel Orders
- 4) View Purchase History
- 5) View Account Balance
- 6) Payments
- 7) Receive Deliveries

This option is **not** right for you if you do not have or lose mental capacity.

2. Powers of Attorney and other Orders

(a) Ordinary or General Power of Attorney (UK)

An ordinary power of attorney is a legal document that appoints one or more people to make financial decisions for you, known as your “attorney(s)”. By lodging an ordinary power of attorney with The Royal Mint, you are letting us know that you are happy for your attorney(s) to carry out everyday transactions on your account.

An ordinary power of attorney may be known as a general power of attorney where it applies to all of your affairs, not just your finances.

This option is **not** right for you if you lose mental capacity or, if you are a resident in Scotland, your mental and/or physical capacity.

If you appoint more than one attorney, you must specify on your power of attorney whether they are to act jointly or individually.

(b) Lasting Powers of Attorney (England and Wales)

A registered lasting power of attorney can give someone control of your financial affairs while you retain mental capacity and remains valid if you lose mental capacity. A lasting power of attorney needs to be registered with the Office of the Public Guardian before it can be used.

As of 1 October 2007, lasting powers of attorney replaced enduring powers of attorney.

By lodging a lasting power of attorney with The Royal Mint, you are letting us know that you are happy for your attorney(s) to carry out everyday transactions on your account.

A lasting power of attorney remains valid if you lose mental capacity, unlike an ordinary or general power of attorney.

If you appoint more than one attorney, you must specify on your power of attorney whether they are to act jointly or individually.

(c) Enduring Powers of Attorney (England and Wales)

An enduring power of attorney can give someone control of your financial affairs while you retain mental capacity and can remain valid if you lose mental capacity. An enduring power of attorney is similar to a lasting power of attorney, but is only valid if granted prior to 1st October 2007.

While you still have mental capacity, an enduring power of attorney acts as an ordinary power of attorney and doesn't have to be registered with the Office of the Public Guardian. But if you lose mental capacity, your attorney(s) must register the enduring power of attorney before they can use it.

If you appoint more than one attorney, you must specify on your power of attorney whether they are to act jointly or individually.

(d) Enduring Powers of Attorney (Northern Ireland)

In Northern Ireland, an enduring power of attorney must be registered with the Office of Care and Protection before it can be used.

(e) Continuing Power of Attorney (Scotland)

A continuing power of attorney can give someone control of your financial affairs while you retain mental capacity and can remain valid if you lose mental capacity.

In Scotland, a continuing power of attorney must be registered with the Office of the Public Guardian – Scotland before it can be used.

(f) Deputyship Order (England and Wales)

If you lose mental capacity, someone can apply to the Court of Protection for a deputyship order to manage your affairs. The deputyship order will outline what the person (deputy) can do on your behalf.

(g) Guardianship Order (Scotland)

If you lose mental capacity, someone can apply to the Sheriff Court for a guardianship order to manage your affairs. The guardianship order will outline what the person (guardian) can do on your behalf.

(h) Controllership Order (Northern Ireland)

If you lose mental capacity, someone can apply to the High Court for a controllership order to manage your affairs. The controllership order will outline what the person (controller) can do on your behalf.

(i) Intervention Order (Scotland)

If you lose mental capacity, someone can apply to the Sheriff Court for an intervention order to manage your affairs. The intervention order will outline what the person (intervener) can do on your behalf. An intervention order comes to an end once the action outlined in the order has been completed.

For more information on powers of attorney and other orders which can be made in relation to your capacity, please see the Government's [guidance](#) online, or at the [Office of the Public Guardian](#). You should always seek independent legal advice before making any decision as to your mental capacity and the management of your affairs.

A third-party representative, attorney, controller, deputy, guardian, or intervener should also be fully aware of their rights and responsibilities in acting on your behalf before doing so.

If you are attorney, controller, deputy, guardian, or intervener for an individual who is an existing customer or you are looking to set-up an account on behalf of such an individual, we will require certified evidence of your appointment.

We will also require you to complete the Third-Party Mandate below. For the avoidance of doubt, the account holder would be the individual for whom you are attorney, controller, deputy, guardian, or intervener and you the third-party. There is no requirement that the account holder sign granting authority, the evidence of your appointment is sufficient for this purpose.

Third-Party Access – Mandate

Account Holder Personal Details

Account Number(s) *(if existing customer)*:

Account Holder's Full Name:

Account Holder's Date of Birth:

Account Holder's Address (including postal code):

Third-Party Personal Details

Third-Party's Full Name:

Third-Party's Date of Birth:

Third-Party's Address (including postal code):

Account Details

If there are existing third parties on the account(s), are they to remain? **Yes; No; Not Applicable**

Do you require this mandate to cover all accounts held with The Royal Mint? **Yes; No**

If you wish this mandate to be limited to specific accounts, please list the relevant account numbers below.

Account Number(s):

Note: If this section is left blank, we will assume this mandate covers all the accounts that you currently hold with us.

Type of Access

Please ensure that you have ticked the appropriate box for each option:

- Full Access *(i.e., to operate the account in the same manner as the Account Holder)* **Yes; No**

(If yes then move onto next section, if no then select from the following options (amongst these options you can select multiple)).

- Place Orders
 Cancel Orders
 Purchase History
 Account Balance
 Payments
 Receive Deliveries

Note: Once access is granted it can only be cancelled in writing by the account holder, or attorney, controller, deputy, guardian, or intervener.

Password

Please specify the password to be used by the third-party for us to verify their identity.

Password:



THE ROYAL MINT®
THE ORIGINAL MAKER

Authority

By signing below, you are giving your representative access to operate your account as specified above. Any debt or other liability incurred under this mandate will be the responsibility of the account holder. We are under no obligation to ascertain or enquire with you as to the purpose for which your third-party exercises their authority. This mandate, if not revoked by you, will be binding on your personal representative(s) until we receive written notification of your death.

NAME:

DATE:

SIGNATURE:

Third-Party Consent

By signing below, I agree to act as a third-party representative for the above account holder. I agree to you carrying out certain credit, identity and residency checks for the purposes of anti-money laundering, identification and risk mitigation, and shall provide you with such documentation as we require to satisfy these purposes. I agree not to infringe on any rights of The Royal Mint or those of its licensees, including intellectual property rights such as copyright or trademark rights. I am not currently restricted from using The Royal Mint's services or otherwise prohibited from having a customer account. I agree to abide by The Royal Mint terms of use of its websites and its terms and conditions as if a guest and/or customer of The Royal Mint, as applicable.

NAME:

DATE:

SIGNATURE: