

CONTRACTUAL OBLIGATIONS AND CUSTOMER REVIEWS ON THE BANK RIGHTS OF ENGLAND

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Abstract

Subject of the study is something that has not been addressed so far, at this point in time, the Bank's role in the economic development of countries, it is undeniable. The banks can play in contributing to the society that following the presentation of the new policy and at the same time he applied for customer satisfaction and encourage to invest, they should be in the legal framework. Today, in the modern communities, the economy has significant improvements as banks and banking and benefit from the economic policies of the West, need to be familiar with and is very important. Therefore, review of a systematic banking relationship of a country like Britain; helps to understand the strengths and weaknesses of the internal system and found it increasingly strive for progress. Thus the system can be streamlined through the introduction of positive things in the affairs of the bank and the customer. The British banking, customer is oriented banks and the fulfillment of his basic needs is the primary purpose of the banks. Respect to customer privacy, customer awareness of available services and help them by means of simple and rational ways is the development milestone of the banks and competition in the banking sector in England. This research is an attempt to analyze the content of the books and articles, that by realizing how the British banking policies about the mutual obligations of the banks and client, the key factor in the development of the banks in this country, and use these methods in order to improve customer relations and banks in the country.

Keywords: obligations, contract, bank, consumer, Rights of British banking.

Introduction

The main topic is the investigation of mutual responsibility and bank customer in Rights of England banking. Today, due to advances in modern economies and therefore growing the human need for Banks and banking, introduction and utilization of new relations policies in the West Bank law is of considerable importance, because banks are moving in the right and lawful direction, the Bank will become an important factor in the economy, as a result of being aware of each other's obligations, the Bank offers its services in the best way possible, which will lead to customer satisfaction and create more trust. So the customer more likely to have more investment provides the bank and causes the increasing progress of the banking. Otherwise, the bank and client incur disastrous results. The participants will be taken into examining the relationship between banks and customers in Western countries, including Britain to use the positive policies to improve the banking system and relationships, resulting in more efficient use of system.

Considering the relative lack of resources, study the laws and resources of the Banks of England, is the base of the work. Research should be undertaken at the time of the adoption of many important decisions to establish relationships; obvious example of this is dealing with the rights of clients, what the customer needs and the different issues of banks and customers to action. One of the main objectives of the banks is to raise capital to maintain customer confidence in the banking business. To identify tasks necessary helps the client to consider a precautionary measure. It is important that the terms of the obligation and duty of law, all of the predictions have been done; the clients' rights must be respected that is a part of the assignment of an efficient system of banking law. And this is performed by knowing the banks and law of bank and mutual recognition. And the best economic norms that prevent inappropriate situations can be prevented by providing predictable legal. It has been tried to improve the system results in efficient solutions in order to arrive at the bank's rights.

1- The bank and the customer's conception

1-1. Conception of the bank

a) There are no Parliamentary arrangements act explicitly defines "banking". Thus in paragraph 1 of Article 2 of the Banking Act passed in 2009, "bank" is introduced:¹¹

Bank concept is a British institution that is authorized under Part IV of the Financial Services and Markets Act 2000 to accept deposits coordinated operation under article 22 of the Act and under Schedule 2 of the Act to do. "The first rule is defined in Article 2 of Law 1882²² provides business bills: In this Act, unless the context deems to be required by law, "banker" is a collection of individuals, whether organized or not a group that is responsible for the banking office." This strange definition for many years was the subject of objection and ridicule.

B) Banking Act of 1979 defined the banks 'identification' announced that the Banks of England are identified. Despite, solely for the purpose of identifying their goals were the same legislation. The Banking Act of 1987 abrogated the Banking Act of 1979, and all depository institutions are now referred to as "identified institutions" are also approved by the Banking Act 2009. The first organized bank was established in 1694 in the UK.^{3 3}

b) Customer concept:

In Common-Law Attorney-UK contract law, parties can involve in a deal, and; there is a very limited degree of the government involved; it is also about recognizing the power imbalance within the trade law has defined them.⁴⁴ This is to protect the economic interests of the weaker party in the contract that the greater power unfairly did not force him to impose his conditions (such as the relationship populace normal client with banks). Clear support for the involvement of customers who are routinely called "the consumer" that is attempting to conclude a transaction and the contract too. After the Unfair Contract Terms Act 1977, Bankers Association of Great Britain enacted consumer regulations introduced on a voluntary basis⁵⁵, in line with the customer, in addition to the rights granted legal protection by the state Supreme Court ruled that the bank can demand⁶ such references'.

¹ . Banking Act 2009 S. 2(1)

² The Bills of exchange Act 1882

³ Zamani Farahany, M. Money, exchange and banking, sixth edition, Termeh imp. Fall 1378, pp. 154.

⁴ Unfair Contract Terms Act 1977, See, Roberts, Graham Law relating to Financial Services, Cib Publishing 3rd Edition, 1998, p.1

⁵ Self-Regulatory Provisions, Ibid

For accurate identification of consumer contract, customers are divided into three major groups:

- A) Contracts between banks and large corporate clients to trade that are almost in balance of power with each other.
- B) Bank customers who have contracts with smaller companies or firm or partnership, other than a registered company.
- C) Contracts with banks by ordinary individuals who are remembered as a consumer. Although according to the Consumer Protection Act and the Goods and Services Act, passed in 1982, consumers are primarily Group C, but in the form of higher banking decisions and policy development, as well as many smaller companies and small business customers with local partnerships and limited group of consumer's customers will also include support in the form.

2 – Contractual duties of the Bank

2.1 – Performance

Currently considering the development of banking relations, performance evaluation of banks has important here is the non-financial performance, relationship banking practitioners and their clients to be checked because the results show; it cannot be expected that spend a good financial performance improve the overall performance of the bank's compliance function of the Bank is of considerable importance.

2-1-1 - explain the relationship between banker and customer⁷⁶

Therefore when choosing a bank, regular customers have the right to conduct their business affairs with considering the reputation and reliability of its banks, as the banks are entitled and obliged to identify their customers' identities, otherwise might be at risk of reputation, operational, legal and concentration. This in turn can cost a lot of money for them.

Subject categories associated with the customer recognition is of highest importance for the fight against money laundering. During the process, it is trying to conceal the nature and source of illegal funds derived from crime, and show it to be legal. Banks and financial institutions are the mainstream for doing this. The phenomenon of money laundering in addition to detrimental effects on economic, social and political reputation of banks and other institutions that are involved, willingly or unwillingly, to take seriously questioned. The professional identity of customers and identifying them requires the Bank to maintain a healthy working relationship between the bank and the customer. In this case, bank don't make its reputation at risk, the customers also do not lose their confidence for the bank.

The purpose of this new mindset is to manage a customer relationship. In other words, having differentiated services according to customer needs is a necessary condition, but it is not necessarily sufficient condition for achieving and sustaining customer loyalty. Sufficient condition is to have a lasting relationship with the customer.

One of the main reasons that banks use to acquire new banking applications is to maintain long-term customer and his valuing, which is called "customer relationship management". CRM applications⁸⁷ can support the entire customer-oriented processes in banks of all sizes and levels, including marketing, customer service should be used to absorb liquidity and providing services for customers. Today, in order to maintain a competitive power, all organizations are looking for ways to develop,

⁶ The Office of the Banking Ombudsman, Ibid, P. 2

⁷ Cranston, Ross, principles of Banking Law, Oxford: Oxford University Press, Second Edition, 2002, p.127-128.

8- Customer Relationship Management

9-Cranston, Ross, Ibid, P. 130

maintain and preserve the collection of customer, information and services during the period that services are provided.

2.1.2 - Explaining the benefits of the relationship⁹

Considering the customer relationship management can provide a lot of advantages for banks that some of them are as following:

1. Since customers are the most important asset of a bank using this approach, including the retention of existing customers of the bank, whose main objective is the survival of the underlying readmissions to the bank.

2. For another reason, the arrival of information technology with the title of the banks customer relationship management, a situation will be provided that the banks become smart banks and to move towards knowledge-based banks and using software, data processing reduces and communicate with customers will place in less time and with greater speed that its final result should be the bank's competitive strength in today's turbulent environment.

3. Another advantage is that the relationship with the customer, by collecting the customer information in a database, enabling the bank to provide customer classification based on the guidelines and criteria, it can be easier to reach the target Implementing Customer Relationship Management. Explain that these are institutions to enhance the equity value to shareholders and stakeholders, thus with eliminating non-profitable customers, banks can lead to increased profits and reduced costs, except that there is some considerations. In a general perspective, respect for human communication with customers, creating suitable environment with appropriate facilities for customers in branches, according to the demands and needs of customers, activities to meet these needs and desires, great attention to quality and service upgrades their level of attention to existing customers and to attract new customers and ... is all due to the bank, while creating customer satisfaction levels have increased and in addition to his loyalty to the bank to earn more profit, better performance and stronger presence in the competitive field.

2-1-3 - contractual obligations of banks

In the contract between the bank and customers, tasks are considered part of the bankers, and other includes the customer comprise.

In this article we will examine the contractual functions of the Bank.

2-1-3-1 – Banks' care duty

The banks 'care duty is explained in the form of an example; when a bank pays a check based on a trust relationship with his client acts. Also, when the bank received a check for the client, it acts as an agent. So far the bank to pay the fake or manipulated check would be responsible for customer.

But this time, we see that in the shadow of banks' duty that is beyond a normal faithful care, the bank can is also responsible for the check that has been issued as an official agency and there is no change on it. In a case called *Lipkin Gorman*¹⁰⁸, a lawyer has used from the firm's bank account; thereby many checks were sent to the bank for receipt. Although all the company claims against banks almost were rejected, but the judge's comments were identified in the context vote that the duty of care should be imposed by banks on a subtle manner and under the conditions stated are recognized officially. An important part of this comment is: "In the case of a simple current credit bank account, despite

10- *Lipkin Gorman V. karpnale Ltd* (1989); To read more about this, see Srsalary, Mohammad Sadiq, guaranteeing the right to pay in Czech and English, MA thesis, University of Tehran, 1378, pp. 85-82

numerous constitutional requirement of the bank for mass of checks that are offered every day in the country to be received, is to pay the customers' checks in terms of representation.

I believe that in such circumstances any reasonable bank cashier delay in an immediate payment ... the check must not be paid immediately upon presentation."¹¹The court also noted the fact that the task was not bank client confidentiality; the bank manager should to inform them of possible fraud lawyer, at least with phone. After this case, the lawyers were examined the evidence of a violation of the bank of its duty. One of the comments is as follows: "As a reasonable banker, rational grounds to believe that the lawyer can be operated in a fraudulent manner on his client account, paying no attention to the continued payment of checks by bank and thus they are responsible for recklessness Abuse the contractor... ".

Duty of care imposed by banks about the smart card and documents are lost or stolen. And the bank payments that are suspected, should consider the chart of payments and receipts.

2-1-3-2 - duty to advise and consult

Under the Banking Act 1997, which according to the bank statement as "good banking" was established in 1991, banks are required to help clients to select appropriate banking services according to their needs.

Not only the banks duty to advise prohibits them to apply the strict wording of legal services to state their services, but the acts that are inherently complex (e.g., mortgages), banks are obliged to conduct a reasonable and compassionate to aware their customers of it. For this reason, the information about the services offered by the banks is their primary duties to state their services with an illustrative frank language. This task has now become a competition for banks so that it is the main motto of some of Britain's leading banks that to tell us more and more of your financial difficulties and the opportunity, the better we can help you make the investment. Some banks offer free telephone and internet communication lines, to invite their customers and get help from banks for investment banking advice to solve problems about their bank account. It is perfect for any damages about the information is relevant to the client, realizes like a breach of contract and it can be followed in the Office of the Court violation of the banking. Now the current account in preparing contracts and booklets accompanying regulations, banks are carefully carry out this task.¹²⁹

2-1-3-3 - Privacy duty for customers (by banks)

Banks, on the occasion of their career have the awareness about a lot of customer secrets. Bank secrets traditionally are considered professional secrets and the banks are committed to protecting their customer information. In English law, banking secrecy is such a contractual duty even if it is not stipulated in the contract, as implied obligation by virtue of the common law of contract and its terms are considered. However, in recent years the British Parliament legislated to extend the scope of retaining the information and personal data. Posted in countries with written legal systems, such as France, Iran and... resource and binding force mainly is the commitment of the law. In most countries, the task of keeping confidential customer information is not absolute, and some exceptions are imported.¹³

2-1-3-3-1 – exceptions

As noted, the duty of confidentiality to customers has some exceptions that generally two cases can be summarized:

- A) The disclosure with customer satisfaction
- B) The legal obligation to disclose secrets

¹² Terms & Conditions" about Current Account, Barclays Bank, July 1999

The first case is when the disclosure about customer account information is possible by express or implied consent of the customer. But in addition to the legal obligation of public law, special rules are exceptions to the bank secrecy. Here are two of the most noted.

2-1-3-3-1-1 - anti-terrorism law¹¹⁰⁴

Articles 11 and 12 of the Law on Anti-Terrorism Act 1989 specify the rules applicable to bank account of a terrorist. If the banks are aware of this or because there is a reasonable suspicion the crime takes place. Adding the reasonable word can determine that the offense even where the bank itself is not a suspect, but there is a reasonable banker that could be suspect.

2-1-3-3-1-2 - Anti-Money Laundering Act

Money laundering as a financial crime has a dramatically negative impact on growth and economic development of the countries. The resolution that was adopted by the UN General Assembly Plenary in June 1998 was estimated at least \$ 2 billion a year is money laundering. Among the negative effects of money laundering can be named as follows:

- Destroy the Financial Markets
- illegal capital flight from the country
- Reduce the demand for money and a certain reduction in the annual rate of GDP
- failure of the private sector and the unequal distribution of income
- Reduced productivity in the real sector of the economy
- Increased risk of privatization
- destruction of the external sector of the economy
- volatility in exchange rates and interest

Anti-Money Laundering Act of 1993 violate the process of identifying with the bank, and the database authentication, and the neglect of non-compliance with the formalities of maintaining information, internal reporting, internal controls and communication. The law also requires banks that their personnel are familiar with the procedures of the above-mentioned Laundering Act and teach them in a way that enables them to detect money laundering transactions. The first important point for the bank when opening bank accounts for individuals, ensuring their true name applying for a bank account. If this is not so, and stolen checks are received by the bank, it is responsible for the fraud by the original owner of the checks. Failure by the negligence of the Bank, the Bank will remain in place to defend itself (Article 4 Check Act 1957). In addition, if the bank is not adhered to the prescribed authentication procedures is formed the criminal offense of Money Laundering Act, 1993. Laundering Regulations required that the applicant's identity when opening a bank account or a large turnover or transaction or a series of transactions to be confirmed if the chain is done.¹⁵ Records also need to indicate the nature of the applicant's identity to obtain a copy of those documents as evidence to be kept with the bank. This document must be maintained a minimum of five years after termination of banking relationship between customer and bank. Guidelines published by the Money Laundering¹⁶¹¹ Forum moderators will ideally authentication; authentication is confirmed by a photo ID.

However, the passport can be considered as a criterion but, in light of the provisions of any bank, it can be declared which photo identification will take the appropriate base. User authentication is also suggested that in addition to name, address, customer must also be approved. This proposal means a

¹⁴ Sarsalary, MS, previous, page 75

¹⁶ The Joint Money Steering Group, See; Roberts, Graham, Ibid, P. 53

review of the Electoral Card ¹⁷¹², Call of validity of an agency, or visible demand bill payments (electricity, gas and water) or recoupment tax assets or bank statements.

2-1-3-4 - Repayment of customer funds and duty limitations

When banks allow customers to obtain loans from the bank account by overdraft, it deserves to wish to repay on demand unless other condition is provided. So where the bank is stated that the facility is available for a certain period of time, no longer able to request a refund prior to the expiration of the said period. So that if there are conflicting provisions in the contract of the current account overdraft facility in place, while the person is available to tell mortgage loans, and elsewhere say is repaid is on demand, here's an act of the parties intent that is considered precedent to repayment the demand on other conditions.

Statute of 1980 put banks' demands for reimbursement in legal excuses, the creditor banks after six years of fighting due to the arrival of debt into account, will be included for this law. However, the active accounts, over time law are calculated from the date of the last transfer to bank account, so the risk to the bank accounts of debt over time is far more stagnant. Ask about the warranty or guarantee, mortgage, over time, to refer to the twelve years from the date the warranty is guaranteed. Ask about the warranty or guarantee, mortgage, over time, to refer to the twelve years from the date the warranty is guaranteed. Another interesting point is that the customer has the right that within a period of six years from the date the request was eligible to receive credit for the idea to the pleading.

2-1-3-5 - the aggregation and clearing accounts

According to Common- Luo law, where the customer has two accounts in a bank, the bank can integrate them without notice of the customer. Even if they have a bank account in two different branches, such a thing is possible. For example, if a customer's bank account in A branch is £ 100 and the debt level is a negative amount of £ 90, the A branch can refuse to pay over £ 10. Thus, aggregate and integrate their clearing accounts are different.

We notify the customer at least for the check that is not canceled from his back is of his rights and that the law of unfair contract terms in 1977, is also supported this situation. On the other hand, integrating the two accounts together is an exclusive right to the Bank and is not generalizable to the customer, due to the fact it is impossible to be run properly, because in the time of the aggregation of the account in favor of the bank t, the bank knows that how to arrange the collection demands, if he wants to do the practice beneficial to the customer, to evade the responsibility in every step of the procedure, the permission of the customer is needed. It is also clear from the draft or SQL command in the check of the other branch will fulfill the purpose of the account, apart from that the customer under various titles could introduce the bank responsible for the proxy action. If there exist three current accounts, the bank is authorized to integrate any account by his choice and leave the other accounts, for example, when a client employer have three accounts, one for authentication, the other for payment of wages and the third to public spending, the bank can account for the accumulation of savings accounts, credit and public spending, wages aside. So we can call the bank creditors with the selection rights. Bank rights in connection with the purchase and integration of bank accounts, except for the special case of bankruptcy has the following limitations:

A) When a debt account is not considered like as a debt, and there is a possibility to pay it by customer, therefore debit loan account cannot come due to not purchase. In addition, contingent liability or potential liability as guarantor could not be possible unless the purchase is confirmed.

¹⁷ Electoral Roll

B) Where the debtor's account acts of certain procedure in accordance with the procedure and under the tacit agreement, there is no right to aggregation. Wisdom lies in the fact that the check should not be back without the notice of customers. This tacit agreement includes a checking account is not stagnant. Of course, it could harm the client's account because during the accumulation period immediately notify your checking account is empty. A vote was announced as the customer's right to withdraw from their prepaid account when the purchase notice is received.

C) Any explicit agreement on account of the lack of aggregation mentioned earlier that the bank is responsible for it.

D) When an account is owned funds (such as wages) and the Bank in accordance with its trust responsibility does not aggregate accounts. This article does not include items that are invested in an account for a particular purpose.

E) In a purchase, there should be the aggregate fair that is a need to maintain ownership of the funds in the account without requiring that the creditor and it is free. Otherwise, as a third party beneficiary of check current account holders will have the right to purchase the bank's litigation against their will.

3 - Contractual obligations to customers

The main tasks of the customer relating to the bank are the two categories:

First, the customer must take reasonable care in writing his checks in a way that led to misdirection of the banker or facilitate the occurrence of the fake.

Second: If the client receives a check that had planned to be signed by him, has been forging, he must notice his own bank.

3.1 - export duty prudent check

In such a case, the task was considered by the House of Lords in the case against the bank's shares in London, Macmillan and Arthur.¹⁸ Large group of businessmen called Macmillan and Arthur had a bank account in London stock. The Secretary of Commerce whose job was to prepare the check to be signed by the employer, she wrote the payable check, wrote Mark 2 pounds in the left side, but turned away the number two and pound sign. In that case, no amount of letters was not listed. Then the check was signed by the appropriate parties.

Then his secretary raised the amount of the check in a deceptive manner; thus she added in the two sides of "2" a zero (0) and a "1" that look like a sum of 120 pounds.

She also increased the words of the amount as "one hundred and twenty pounds," and presented the wrote check to the bank and get the money and fled with the money. Macmillan and Arthur claimed that their account should not be in debt with this amount.

In this case the House of Lords ruled in favor of the bank. In connection with the assignment of customers Finlay Lord has provided in writing, the customer undertakes to exercise reasonable care so as to prevent the mistakes of the banker that is a place of debate and conflict. If a customer issue the check that underlie somehow to be forged, he is guilty because of violating the commitment to the banker and should be responsible and blamed for any damage to the banker and himself for this, the natural result is a direct violation of his contract in accordance with such principles from particular case that added the Lord Finlay.¹⁹¹³

In the present case, the client has neglected all the necessary precautions. His check unleashing space where the number begins with the letters has been signed and where it could be the numbers,

¹⁹ Holden, J. Milnes, Ibid, P.103

there was only the number "2" with a great space around. In my judgment, this is a clear violation of the commitment that the customer should have against the banker. Therefore, the judgment debtor is entitled to a bank account for all amounts presented Arthur Macmillan is in debt for the issued check amount. However, it should be noted that, as Vesicant Haldane in his speech emphasized on the check that create no doubt in the mind of the bank that the check is not as ordered. Otherwise, it is evident, that the banks ought to bear the losses paid if there is a contrasting situation.

Although now firmly established as a client has a duty to exercise reasonable care in writing their check, but that does not mean the empty space after the name of the recipient would commit a material breach of the obligation. Therefore, in a subsequent case ²⁰¹⁴, brought an unsuccessful lawsuit that the persons are written the check in drawing a line, neglected the line after the name of the recipient of the amount check, and thus they were provided the possibility that this is a hoax perpetrated.

Court of Appeals (Appeals) in this case reject this contest because at the time of drawing the line before or after Recipient's name Amount of the check, could not be defined the "usual care";

But Stratton (Lord Judge) added that the same could be considered differently in another type of issue that can be a routine precaution.

3-2 - duty of disclosure, counterfeiting

It would therefore vote File "Greenwood" against the Bank of "Martinez"²¹so defined that if a customer finds that the checks signed by him were forging or manipulating, he must give notice to his bank. The demanding person had an account in Martinez bank; his wife took care of his checks, and in October 1929, when the account holder asked her to bring him a check, because he wanted to write a check with the amount of 20-pound, his wife told him that there is no money in the bank, because the woman for helping her sister in a particular case, has been withdrawn all the money from the account. The woman pleaded her husband to do not notice the bank about the issue of counterfeiting and he agreed.

No signature was forged later on. In June 1930, the account holder found that there is no case law for his sister-in-law and her wife has deceived him. So he told his wife that he will go to the bank immediately. He returned home in the evening without having to go to the bank, when he returned home, his wife had suicide. A few months later the account holder is entitled that he is litigious to receive credit, alleging that the forged checks rate. At the court hearing, it was ruled that the applicant is entitled to succeed in the fight, but this verdict overturned on appeal. It was ruled that there is a duty for the applicant to disclose the forging considering the circumstances, the neglect in disclosure can lead to account deficit.

The appeal called for the vote in the House of Lords was rejected. Lord Toulmoun's speech that would justify these ratings is summarized below. The only question was whether, in certain circumstances, the bank has the right to deduct the account or not. The fundamental factors are considered for an account deducted:

- A) Providing a check or payment document or action which is interpreted as an array (with the intention of creating a campaign that resulted in the person being offered).
- B) The act or omission arising from the provision, whether by conduct or by the conduct of operations (such as ignoring) by a person who is provided the check.
- C) Damage to person as a result of an act or omission.

²⁰ Slingsby V. District Bank Ltd [1932]; Ibid, P. 104

According to the bank records that the task of exposing the hoax calls to the Bank immediately by calling unused credit must be stated. That was in October 1929, and if applicant was aware of the forgery by the date, the bank was able to call his wife as a civil responsible and the applicant was for tort of his wife (civil liability or civil fault). The bank defended like that the silence of the applicant until his wife's death meant that the check were presented correctly that they are not forged and thus has prevented banks from taking remedy. The claims of the banks were rejected by Lord Toulmoun (Judge of Appeal) and other law lords. So in the case of Greenwood, negligence of the applicant for timely notification to the bank about the forgery committed by her wife make him unsuccessful in litigation against the bank's custody.

However, with sufficient accuracy, it seems that even if the applicant wants to inform the bank immediately his was not in a better position because banks are then make a validated appeal against his wife, and she was known as a civil responsible (tort); and ultimately the applicant nor the bank bear was in responsibility for loss or damage to any appreciation.

Conclusions

If the public is informed sufficiently, it is easier to deal with banking and monetary offenders and other evidence of abuse and behavioral abnormalities. And thus the country will progress economically.

Expecting the prevention of financial abuse is the responsibility of researchers in collaboration with law scientists' monetary and fiscal authority concerned the proposal could be helpful, as the task of academic research is placed in advanced systems and push forward the scientific community, including industrial, medical, administrative and ... this research may provide documentation specifying a small knot of defects in open systems research. In the present study, it was attempting to examine the circumstances of enforcing the legislations, the result obtained is that the customer is fundamental to English banking law, customer orientation, customer satisfaction and confidence is fundamental in maintaining the integrity of the database and thus advance it is financed. Client with information will try to prevent future problems, comply with all legal cases he is also familiar with the duties and their rights. In British banks CRM applications is one of the most important objectives of banks. In fact, the "customer relationship management" is sufficient to sustain long-term customer.

As a result when both parties are completely aware of their duties, file size is reduced and also the legal disputes decreases. Apparently the release of explicit information regarding the services that banks offer in the UK is one of the main tasks of the Bank. This now has become a competition between banks to attract customers. Properly inform customers of financial opportunities in investment banks are developed, and banking advice to clients encouraged them to use the services and develop relationships. Obviously, these factors will lead to economic profitability and growth. An interesting topic in the British banking system is that there is a bank Justice Department which deals with customer complaints and take necessary follow-up investigation that led to special issues and fix it as soon as possible and therefore the customer satisfaction is resulted.

Suggestions

1. The customer orientation should be the base of the banks' services because customers by different investments causes more profitability and thus provide better services because of the high monetary and financial resources to progress faster.

2. By joining the international monetary and fiscal network, we can enter the new policies in our banking system and the customer could enjoy more diverse quality of services.

3. Approach to value creation with the active participation of customer is not resolved accidentally, but banks are required to manage this process, it makes it easy to manage value creation cycle, so the banks should manage value creation for customers working in the process actively, and rather than thinking with market orientation use the partners and stakeholders to take advantage.

4. Using the rules, strategies and legal and banking experience of developed countries can meet the weaknesses in the banking relationship between the bank and customer communications.

5. Special track disputes and complaints, causes customer satisfaction and reduce the legal cases, so that such Court or agency to pay the bank's legal problems should appears necessary.

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