

CB Personal Term Deposit Terms and Conditions

1 Definitions

In these Conditions:

“**Account**” means a Term Deposit held with us in the name of the Account Holder; “**Account Holder**”, “**you**”, “**your**”, “**yours**” means the person(s) in whose name(s) the Account is held and, if there is more than one such person, includes any, each and all of you; “**Agreement**” means the agreement between us and you relating to the Account. It comprises these Conditions, the Application Form and the Certificate. These Conditions may be altered from time to time – see Condition 7;

“**Application Form**” means your application form to open the Account;

“**Bank**”, “**we**”, “**us**”, “**our**” means Clydesdale Bank PLC;

“**Business Day**” means any day (excluding Saturdays, Sundays and bank holidays) on which banks generally are open in the City of London for the transaction of normal banking business;

“**Certificate**” means the confirmation issued to you, which confirms the details of your Deposit; “**Cleared**” means the status of a cheque or other payment or lodgement paid to us in respect of which the proceeds have been collected by us;

“**Commencement Date**” means the date on which the Fixed Term begins as specified on the Certificate;

“**Deposit**” means the Cleared funds (for the amount set out in the Application Form) received by us from you to open the Account;

“**Fixed Term**” means the term for which the balance in your Account must remain with us, subject to Condition 5.1, being the period from the Commencement Date and ending on the Maturity Date;

“**Maturity Amount**” means the balance in your Account including interest due to you at the Maturity Date;

“**Maturity Date**” means the date on which the Fixed Term ends as specified on the Certificate. If such a date is not a Business Day, then the Maturity Date will be the first Business Day thereafter;

“**Repayment Account**” means the account detailed on your Application Form into which the Maturity Amount will be paid by us at the Maturity Date unless you tell us differently in accordance with Condition 2.7 or 2.8; and

“**Your Branch**” means the branch at which your Account is held.

2 Operation of the Account

2.1 The Account is available only to personal customers who meet the criteria set down by us from time to time.

2.2 These Conditions govern the banking relationship between you and the Bank in relation to the Account.

2.3 You must be aged at least 16 to be an Account Holder.

2.4 The minimum Deposit required to open the Account is £2,000 and the maximum Deposit which we will accept is £5,000,000.

2.5 The Account will be opened by us when:

2.5.1 we receive the Deposit;

2.5.2 we have accepted your Application Form; and

2.5.3 we have received to our satisfaction, where appropriate, all of the following documentation and information from you, namely, any confirmation of your identity needed to comply with our internal procedures, any updated consent we need for our use of your personal information and, if you are eligible to have interest paid gross, one of the forms referred to in Condition 6.4.

2.6 When your Account is opened by us, we will issue you with a Certificate, which will confirm the details of your Deposit including the Commencement Date and Maturity Date.

2.7 We will contact you approximately 3 weeks before the Maturity Date to discuss options and your instructions for dealing with the Maturity Amount including your instructions on whether the Maturity Amount is to be paid into the Repayment Account or is to be paid into some other account in your name.

2.8 If we do not receive your instructions at least 3 Business Days before the Maturity Date, then:

2.8.1 if the Fixed Term is more than 12 months and the Repayment Account has not been closed prior to the Maturity Date, the Maturity Amount will be paid into the Repayment Account; or

2.8.2 if either the Fixed Term is 12 months or less or the Fixed Term is more than 12 months but the Repayment Account has been closed prior to the Maturity Date, the Maturity Amount will be paid into another Term Deposit account in your name for a term equal in length to the Fixed Term (or a one year term, if that is less than the Fixed Term) at the interest rate applicable to such term deposits at the Maturity Date. (Note: the terms and conditions which will apply to that term deposit will be advised to you when any certificate for that term deposit is issued). If we consider, acting reasonably, that you had a valid reason for not contacting us with your instructions before the Maturity Date, we will pay the Maturity Amount into the Repayment Account, if it is open, or, if you tell us, into some other account in your name.

2.9 Any Maturity Amount which is reinvested into a Term Deposit must not exceed £5,000,000

2.10 In the event of the death of a sole Account Holder we will accept instructions from the Account Holder's properly authorised personal representatives. In such circumstances the authorised personal representatives can make a withdrawal of the whole amount of the capital balance and any interest accrued in the Account at that time. No charge will be applied if this happens.

2.11 We may refuse without reason to open an Account. We may close your Account without notice where there is a justifiable financial or legal reason for example, fraud or bankruptcy.

2.12 We may take up references or take other action in order to verify the identity of an Account Holder or an applicant for an Account. You must provide us with such information as we may require for these purposes.

2.13 If you change your name, address or telephone number you must immediately inform the Bank in writing. All correspondence will be sent to the last mailing address you gave the Bank.

3 Joint Accounts

3.1 If there is more than one party to the Account, all Account Holders are required to authorise transactions on the Account.

3.2 If there is more than one party to the Account the Certificate will be sent to the first one of you to be named in the Application Form at the address which that one of you gave us in the Application Form. All other correspondence will be sent to the last mailing address you gave us for the first one of you named on the Application Form.

3.3 If the Account is in the names of more than one person you are all jointly and severally liable with each other for any sums owing to the Bank on the Account. This means that each of you are liable together and each of you is liable individually for all of these sums.

3.4 On the death of an Account Holder, unless all Account Holders have previously instructed us otherwise, we will accept instructions from the surviving Account Holder(s) and any credit balance will pass to the survivor(s).

3.5 Information regarding what happens to the Account in circumstances like death, divorce, separation or bankruptcy or if there are other changes in your arrangements is available from Your Branch. Contact should be made with Your Branch if any of these events occur.

4 Credits To The Account

Once we have your Deposit, no further funds may be transferred by you into the Account.

5 Withdrawals

5.1 During the Fixed Term, you may only make one withdrawal, on giving us 5 Business Days notice, which must be for the whole balance in your Account, including any accrued interest. Such withdrawals will be subject to a charge for requiring us to make the early repayment as set out in the table below (with a minimum charge of £30). Once the withdrawal has been made, the Account will be closed.

Days to Maturity	Early Repayment Charge
1-91	45 days interest
92-181	90 days interest
182-273	135 days interest
Above 273	180 days interest

5.2 The charge will be deducted first from any accrued interest, but where there is insufficient accrued interest to meet the charge in full, any additional sum will be deducted from the capital in your Account.

6 Interest

6.1 The rate of interest applicable on the Account will be advised to you on your Application Form and confirmed to you in the Certificate and will not vary during the Fixed Term. Interest will be calculated on a daily basis on the full Cleared credit balance on the Account and will start accruing on the Deposit from the Commencement Date.

6.2 Where the Fixed Term is 12 months or less, interest will be credited to the Account at the Maturity Date, or when the Account is closed, if earlier.

6.3 Where the Fixed Term is more than 12 months, interest will be credited to the Account on each anniversary of the Commencement Date and at the Maturity Date, or when the Account is closed, if earlier.

6.4 Interest will be credited to the Account and paid net of lower rate tax unless, subject to what we say in Condition 6.7, you have registered for payment of gross interest as a non-taxpayer or are resident abroad and have signed a non-resident's declaration. In either case, the forms for this are available from us. You may have liability to higher rate tax dependent on your individual circumstances; you should seek independent advice.

6.5 For joint Accounts between two people either or both individual Account Holders who qualify may register for payment of gross interest and interest will be paid accordingly.

6.6 Should HM Revenue and Customs notify the Bank that any Account Holder is not entitled to receive gross interest, then lower rate tax will be deducted from that person's credit interest.

6.7 If there are more than two Account Holders and not all of the Account Holders are registered to receive gross interest then interest will be paid net of lower rate tax.

6.8 If you require a note of the interest credited to the Account, you should contact Your Branch and request a certificate of interest paid. Presently, we do not charge for such certificates. If we change this, we will tell you the charge before issuing the certificate. Otherwise, no advice or statement will be sent to you during the Fixed Term telling you the amount of interest credited to the Account, but we must and will report it to HM Revenue and Customs.

7 Variations

7.1 We may at any time, for any valid reason set out in Condition 7.2 below:

7.1.1 change the position as to whether, and at what rate, tax is deducted from interest applicable to your Account;

7.1.2 make any change to the Conditions of the Account:

- if a change is to your disadvantage, we will notify you by writing to you 30 days before it comes into effect and you may change to another suitable account or close your Account;
- we may make any other change immediately and notify you about it within 30 days by writing to you or by notices in our branches;

7.1.3 change our banking hours. We will give you at least 30 days notice by writing to you or by general notice in our branches or in the press. If the variation is significant, in our reasonable opinion, we will notify you in writing; and

7.1.4 close or move Your Branch. We will notify you by writing to you 12 weeks before Your Branch is closed or moved. If we close or move Your Branch we will always also tell you how we will continue to provide services to you.

7.2 The changes referred to in Condition 7.1 will be proportionate and will be made for one or more of the following reasons:

7.2.1 by agreement with you;

7.2.2 to reflect the introduction or development of new systems, methods of operation, services or facilities;

7.2.3 to reflect a change or an expected change in market conditions, general banking practice or the cost of providing our services to our customers;

7.2.4 to conform with or anticipate any changes in the law or taxation, or codes of practice or recommendations of the Financial Services Authority or other regulatory body;

7.2.5 to ensure that our business is run prudently and remains competitive;

7.2.6 to take account of a ruling by a court, ombudsman, regulator or similar body;

7.2.7 to make these Terms and Conditions fairer or clearer for you;

7.2.8 to enable us to harmonise our banking, interest or charging arrangements; or

7.2.9 to rectify any mistake that might be discovered in due course.

7.3 If we have made a major change or a lot of minor changes in any one year, we will give you a copy of the new Conditions or a summary of the changes.

8 Right of Set Off

If you have more than one account with us, we may use a credit balance on one account, to pay a sum due and payable to us on another account.

9 General

9.1 By agreeing to these Conditions you are confirming to us that the money in your Account is and will remain yours at all times. We may ask you to confirm in writing that the money in your Account belongs to you and will remain so. Assignment of the balance by way of security or otherwise is not permitted unless agreed by us.

9.2 We are not responsible if we cannot carry out our duties under the Agreement arising directly or indirectly from the failure or faulty working of any machine, data processing system or transmission link, any industrial dispute or anything beyond our control or that of our agents or sub-contractors.

9.3 The Bank may at any time assign all or part of the Bank's rights under the Agreement (which includes our right to payment of any sums due to us by you) and may disclose to any potential assignees such information regarding you and your affairs as the Bank may see fit. Your rights under the Agreement (or any part of it) and your legal rights will not be affected. You may not assign your rights under the Agreement unless agreed by us.

9.4 If we are asked to provide a bankers' reference about your ability to undertake transactions and commitments we will give a reply in general terms to the inquirer provided we receive your express written consent.

9.5 There may be other external taxes or costs which exist that are not paid through us or imposed by us. For example, you may have a liability to higher rate tax dependent on your individual circumstances.

9.6 The Agreement is governed by the law of the country in which Your Branch is situated.

9.7 These Conditions are written and available only in English and we undertake to communicate to you in English when communicating with you regarding the Account.

10 Good Banking

We are fully committed to the aims of The Banking Code whose governing principles are to treat customers fairly and reasonably, to help customers understand how their accounts operate and give them a better understanding of banking services and to maintain confidence in the security and integrity of banks. Copies of the Code entitled “The Banking Code” are available on request at any Bank branch and on our website address, www.CBonline.co.uk

11 Complaints Procedures

If you are not happy with any aspect of our service, please request a copy of our internal complaint handling procedures from any branch. Our aim is to resolve complaints to the satisfaction of our customers. However, if having followed our published complaint procedures, you disagree with the final decision we have made, you can refer the matter to the Financial Ombudsman Service. Details are available on request from any branch or from www.financialombudsman.org.uk

12 Financial Services Compensation Scheme

Clydesdale Bank PLC is a member of the Financial Services Compensation Scheme established under the Financial Services and Markets Act 2000. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. In respect of deposits with a UK office, payments under the scheme are limited to 100% of the first £35,000 of a depositor's total credit balances with the Bank. Further details of the scheme are available from us on request or from the Financial Services Compensation Scheme: www.fscs.org.uk or Financial Services Compensation Scheme, 7th Floor, Lloyd's Chambers, Portsoken Street, London, E1 8BN.

13 Telephone Calls and Security

We draw to attention that we may record or monitor telephone calls in order to ensure security for our customers and our staff and to help maintain service quality. We may also use CCTV in or around our premises for the prevention and detection of crime.

This publication is also available in large print, Braille, and audio. Please speak to a member of staff for details.