

as stated in the Key Information section at the start of this Agreement. The amount of any charges may be varied from time to time in accordance with Condition 4.1.

17. Additional benefits

We may from time to time at our discretion offer Cardholders additional benefits and services and may withdraw any of these they have chosen after giving them reasonable written notice. Any such benefits and services will not form part of this Agreement.

18. General points

18.1 We will not be liable if we are unable to perform our obligations under this Agreement due (directly or indirectly) to the failure of any machine, data processing system or transmission link or anything outside our control. If we are unable to produce or send a statement, your liability for interest and charges will still continue. 18.2 If you are not happy with any aspect of our service, please request a copy of our internal complaint handling procedures. Our aim is to resolve complaints to the satisfaction of our customers. However, if you disagree with the decision we have made, you can refer the matter to the Financial Ombudsman Service. Details are available on request from us.

18.3 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 from us. 18.4 This Agreement is governed by the laws of Scotland.

Information about your Credit Agreement

We are required under UK regulations to give you certain information in relation to the enclosed Credit Agreement ("the Agreement") in addition to the information in the Agreement itself. This notice sets out this additional information.

1. Our trading name is Clydesdale Bank, our registered number at Companies House is No. SC001111 and our registered office is at 30 St. Vincent Place, Glasgow G1 2HL.

2. You will have the right to cancel the Agreement, by sending or taking **WRITTEN** notice of cancellation to **Clydesdale Bank Card Services, PO Box 4509, Leeds LS2 8NP**. You will have fourteen days to do this from the day you receive your card and a copy of the executed Agreement.

You can use the form provided with those if you wish. If you cancel the Agreement, you will still have to repay any money lent to you. But if you repay all of it before your first instalment is due – or, if you are not paying by instalments, within one month after cancellation – you will not have to pay interest or other charges. If you cancel the Agreement, any contract for insurance taken out in connection with and referred to in the Agreement will automatically be cancelled as well. You will also have the right, without cancelling the Agreement, to cancel any contract for insurance taken out in connection with and referred to in the Agreement, which can also only be exercised within fourteen days or, in the case of life and critical illness insurance, thirty days from the day you receive your card. You can do this by sending or taking written notice of cancellation to the above address. If you do not cancel the Agreement and/or any such insurance contracts they will remain binding on you.

3. We confirm the following to you: (a) the United Kingdom is the State whose laws apply in relation to the establishment of our relationship up to completion of the Agreement; (b) the Agreement is written in English and we will communicate in English with you during the course of the Agreement; (c) all the contractual terms and conditions which apply in relation to the Agreement are contained in the Agreement and Conditions of Use which form part of the Agreement and, in the case of any related insurance cover, in the insurance summary and policy documentation which will be provided to you.

4. Please note that other taxes or costs may exist which are not paid through ourselves or imposed by us.

5. If you wish to make a complaint about our conduct in relation to the Agreement, please contact us in writing at the above address quoting your card number or telephone us on 0870 516 8656. If you cannot settle your complaint, you may be entitled to refer it to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR.

Using Personal Information

Clydesdale Bank PLC is a member of the National Australia Bank Group (the "Group"). The Group (which is referred to as "we", "us" or "our") includes National Australia Bank Group Europe Limited, each subsidiary or holding company thereof from time to time, and each subsidiary from time to time of any such holding company. A complete list is available on request.

Clydesdale Bank PLC will share information about you with other members of the Group. The following sections explain in more detail how and for what purposes the Group will use your personal information.

Your information

We currently may hold personal and financial information about you and may obtain or receive such information about you in the future. The information we process about you will be obtained from various sources including:

- Directly from you;
- From your dealings with any member of the Group including from the transactions and operation of your accounts and services;
- From other organisations including credit reference and fraud prevention agencies; and
- From persons who know you including joint account holders and persons with whom you are financially linked in the context of a particular product. For our internal operational reasons we may link information concerning your accounts with us to information concerning other products and services we provide to you. We may also link your information to that of other individuals with whom you are financially associated. Such information may also include sensitive personal data, such as information relating to your health, or criminal convictions or proceedings. However we only hold such data where we need to for the purposes of the product or services we provide to you or it is in our normal course of business to do so; for example, insurance products.

Uses of your information

- We will use your information:
 - To operate and administer the products and services we provide to you;
 - To assess the suitability of our products and services for you;
 - To analyse the operation of your accounts and services and your purchasing preferences;
 - To make credit decisions about you which may involve credit scoring;
 - To develop, improve and market our products and services generally;
 - For the prevention of fraud and money laundering;
 - For market and product analysis purposes; and
 - For debt recovery purposes.

We may also use your information for system testing purposes. Where a third party has introduced your custom to the Group we may pass back to the introducer necessary information to enable administration of any payment or settlement.

In providing products and services involving insurance to you we are required to pass your details to insurers. Information you provide in connection with any claims made under the insurance may be recorded on a register of claims through which insurers share information to prevent fraudulent claims. A list of participants and the register operator is available from the insurers.

We use a process known as Credit Scoring and may use other automated decision making processes to assist in the assessment of applications and to make other decisions during your relationship with us. We will tell you the reason for any decision that we make, if you request us to do so. You have the right to ask us to review such decisions manually.

Confidentiality

We will treat all your information as confidential and will not give your information to anyone except where:

- We are permitted to do so by law;
- We have a public duty to disclose the information;
- We need to do so to comply with the requirements, codes or recommendations of any of our regulators;
- We have your consent (which is not necessarily required to be in writing);
- It is necessary for the performance of any product or service that we provide to you; or
- We have transferred any of our rights or obligations to another party.

Fraud prevention agencies

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

We and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:

- Checking details on applications for credit and credit related or other facilities;
 - Managing credit and credit related accounts or facilities;
 - Recovering debt;
 - Checking details on proposals and claims for all types of insurance; or
 - Checking details of job applicants and employees.
- We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

Credit reference agencies

In order to assess any applications that you may make for credit products or any request for an increase to any existing credit product that we may already provide to you, your suitability for, or to provide you with, credit products and services, we will search the records of one or more licensed credit reference agencies to obtain information on you.

These agencies may add details of our search and your application to the records they hold on you, whether or not your application proceeds. We may also add details of how your agreements or accounts operate with us to these records including any default or failure to keep to the terms of your agreement and any failure to advise us of a change of address where a payment is overdue.

Credit searches and other information provided to the credit reference agencies and fraud prevention agencies about you, and those with whom you are linked financially, may be used and disclosed by such agencies to other companies unrelated to us for the purposes mentioned above. Credit reference agencies will also use the information for statistical analysis about credit, insurance and fraud.

Financial links and associations

For the purposes of this application you may be treated as financially linked and your application will be assessed with reference to any "associated" records. An "association" between joint applicants and/or any individual identified as your financial partner will be created at credit reference agencies, which will link your financial records. You and anyone else with whom you have a financial link understand that each other's information will be taken into account in all future applications by either or both of you. This linking will continue until one of you successfully files a 'disassociation' at the credit reference agencies. Information held about you by the credit reference agencies may already be linked to records relating to one or more of your partners.

If you would like details of the agencies from which we obtain and record information about you, please write to: Central Refer Unit, 20 Merrion Way, Leeds, LS2 8NZ.

Provision of services and transfer of information

From time to time we will engage service providers, agents and subcontractors to provide services. They will have access to, and will process, your information on our behalf to provide such services. We are a Global Group. We may need to transfer your information abroad to other Group companies, service providers, agents and subcontractors in countries where they may not have data protection laws providing the same level of protection as those in the European Economic Area, such as Australia, New Zealand and the USA. In each of the above circumstances, we will ensure that your information is processed only in accordance with the applicable legislation and under strict obligations of confidentiality.

Marketing

We may contact you by post, phone, fax, e-mail, SMS text or other reasonable means to inform you about products and services supplied by ourselves or selected third parties that we consider may be of interest to you. We will not pass your information to anyone outside our Group for their own marketing purposes. You can inform us at any time if you do not want to receive marketing information.

Changes to your information

We wish our service to meet your expectations on all occasions. To do so we need the information we hold about you to be accurate and up to date. Please help us by informing your branch promptly of any changes to your personal circumstances or details.

Queries

If you would like any further information on the Data Protection Act and your rights under it, you can also contact The Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF or visit www.ico.gov.uk.

www.CBOnline.co.uk

Clydesdale Bank Gold MasterCard

Copy of your Agreement and Conditions of Use

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

Clydesdale Bank PLC is authorised and regulated by the Financial Services Authority. Credit facilities other than regulated mortgages are not regulated by the Financial Services Authority. No.121873.

Clydesdale Bank PLC. Registered in Scotland (No. SC001111). Registered Office: 30 St. Vincent Place, Glasgow G1 2HL.

CBB15 (01/08)



Your copy to keep – Credit Card Agreement regulated by the Consumer Credit Act 1974.

Name and Address of the Creditor

Clydesdale Bank PLC, 30 St Vincent Place, Glasgow, G1 2HL (referred to in this Agreement as “the Bank”, “we”, “us”)

Key Financial Information

We will set a Credit Limit for your Account and tell you what it is when we open your Account. We can change your Credit Limit at any time and will let you know about any change. We will reduce your Credit Limit at any time if you ask us to.

You must make a minimum payment to us each month. We will send you a monthly statement showing the minimum payment and the date by which you must pay it (which will be between 25 and 28 days after the statement date). The minimum payment will be the total amount shown as due to us in the statement, if this is £5 or less. But if the total amount is more than £5 your minimum payment will be either 3% of that total amount or £5, whichever is the greater.

Annual Percentage Rate: 15.9% APR (variable)

Other Financial Information

For the APR calculation we have not taken account of possible variations in the rate or amount of any item included in the calculation. We may vary the interest rates and charges under this Agreement in the circumstances set out in Condition 4 of the Conditions of Use (being the Clydesdale Bank Gold MasterCard Conditions of Use applicable as at the date of this Agreement, which form part of this Agreement).

Total Charge for Credit (based on the assumptions set out in Condition 2.9): £123.63

The Total Charge for Credit is made up of the following item(s):

- Total interest payable under the Agreement (using the assumptions as above): £123.63

The interest rates for Transactions on your Account are as follows:

- The following rates will apply on Transactions which are not Balance Transfers, subject to (c) to (f) below:

For Purchases and Cheques	Select Rate 8.24% p.a.
For Cash Advances	12.59% p.a.

- On Balance Transfers (subject to (c) to (f) below) the following rate will apply for six months from when the transferred sums are debited to the Account:

Annual Rate	6.25% p.a.
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At the end of the six month period the transferred sums will become part of the general balance owing on your Account and be charged interest at the rate you are then paying for Purchases and Cheques as shown in (a) above.

- If we tell you in writing when we open your Account that you are being given an Introductory Rate then for the first six months from that date (the “Introductory Period”) we will charge you interest at the Introductory Rate of 0% per annum on Purchases, Cheques and Balance Transfers and 12.59% per annum for Cash Advances. The Introductory Rate will be shown on your monthly statements. At the end of the

Introductory Period you will automatically start paying interest at the applicable Select Rate (or other applicable rate).

- If we have advised you at any time that you are a Profile Rate Cardholder, we will charge you interest at the applicable Profile Rate (as varied from time to time) as follows: for Purchases and Cheques: 9.76% p.a.; for Cash Advances: 12.59% p.a.; for Balance Transfers, the rate of 6.25% p.a. will apply for six months from when the transferred sums are debited to the Account, then the transferred sums will become part of the general balance owing on your Account and be charged interest at the Profile Rate for Purchases and Cheques (as varied from time to time).

- We may from time to time and for any period grant you a lower interest rate for any of your Purchases, Cheques, Balance Transfers and/or Cash Advances than as set out above. When we do this we will write to you to tell you what the rate has changed to and, where applicable, for what period. At the end of any such period the rate or rates will revert back to the relevant rate or rates applying before the change. Where no period has been fixed we may still change the rate back again at any later date. If we do this we will write to you to tell you.

- In the case of a Balance Transfer or Introductory Rate, if you break the Agreement by exceeding your Credit Limit or failing to make your minimum monthly payment on time, we may withdraw the rate which applies to it and charge interest at the applicable Select or Profile Rate.

- The interest rates under this Agreement are variable: we may change interest rates in the circumstances set out in (e) above and we may vary the interest rates in any of the circumstances detailed in Condition 4. The applicable rates will be shown in your monthly statements.

Interest charges are calculated and applied as follows:

- We will charge interest on the daily balance outstanding on your Account. Interest will be charged on the amount of each Transaction from the date of the Transaction (or for Balance Transfers, when it is debited to the Account).

- Interest will be added to the Account monthly on the statement date. Interest will be charged on unpaid interest at the rate for the Transaction for which it became due.

- If you repay the whole balance on the Account by close of business on the day mentioned in your statement (which will be between 25 and 28 days after the statement date), no interest will be charged for Transactions made during the statement period other than Cash Advances (including any handling charge and foreign currency conversion fee as referred to in clause 3.3) and Cheques. We will not pay any interest to you or make any allowance for any credit balance on your Account.

- Interest can be charged before and after any court judgement.
- As a concession to you, we may offer you the option not to make the minimum monthly payments from time to time (“payment holiday”). But if we do this, interest will continue being charged on the outstanding balance of your Account during the payment holiday. You can of course still make payments of any amount you wish during a payment holiday period.

For calculating interest on outstanding amounts we will allocate payments we receive in the following order:

- Towards the minimum monthly payment required for any Balance Transfer at any rate, or any other balance outstanding on which interest is charged at any Introductory Rate or any other rate which is less than the Select Rate applicable (or Profile Rate where applicable to your Card) for Purchases and Cheques from time to time;
- Towards the minimum monthly payment required for any balance outstanding which is being charged at the applicable Select Rate (or Profile Rate where applicable to your Card) from time to time;
- In repaying the remainder of any balance which is being charged at a rate which is less than the Select Rate (or Profile Rate where applicable to your Card) applicable for Purchases and Cheques from time to time; and
- In repaying any balance outstanding which is being charged at the applicable Select Rate (or Profile Rate where applicable to your Card) from time to time.

Within each of the above four categories, payments which are not sufficient to satisfy completely the whole of the applicable category will be allocated to satisfy the part of that category carrying a lower interest rate before the part of that category carrying a higher interest rate.

Key Information

If you break this Agreement, we will charge you for any reasonable losses or costs, including time spent by our staff, which we incur as a result: see Condition 16.1.

If your Credit Limit is exceeded, an Over Limit Charge of £12 will apply: see Condition 16.3.

If you fail to pay any amount when it is due under this Agreement, a Late Payment Charge of £12 will apply (see Condition 16.4) and we will charge you daily interest at the applicable rate and on the same basis as provided for under the Agreement on the amount due until it is paid.

Under Condition 3 additional charges apply for returned payments, for Transactions, refunds or payments made by or to us in a currency other than sterling, for Cash Advances and Balance Transfers. Under Condition 8.3 there is a charge for copy documents. We may introduce other charges, in terms of Condition 4.2.

MISSING PAYMENTS

Missing payments could have severe consequences and make obtaining credit more difficult.

IMPORTANT – READ THIS CAREFULLY TO FIND OUT ABOUT YOUR RIGHTS

The Consumer Credit Act 1974 lays down certain requirements for your protection which should have been complied with when this Agreement was made. If they were not, the Bank cannot enforce this Agreement without getting a court order.

The Act also gives you a number of rights:

- You can settle this Agreement at any time by giving notice in writing and paying off the amount you owe under the Agreement.
- If you received unsatisfactory goods or services paid for under this Agreement you may have the right to sue the supplier, us or both.
- If the contract is not fulfilled, perhaps because the supplier has gone out of business, you may still be able to sue us.

If you would like to know more about your rights under the Act, contact either your local Trading Standards Department or your nearest Citizens’ Advice Bureau.

THEFT, LOSS OR MISUSE OF CREDIT CARD

If your credit card is lost, stolen or misused by someone without your permission, you may have to pay up to £50 of any loss to us. If it is misused with your permission you will probably be liable for ALL losses. You will not be liable to us for losses which take place after you have told us about the theft, etc. as long as you confirm this in writing within seven days.

YOUR RIGHT TO CANCEL

Once you have signed, you will have for a short time a right to cancel this Agreement. You can do this by sending or taking WRITTEN notice of cancellation to Clydesdale Bank Card Services, PO Box 4509, Leeds LS2 8NP. If you cancel this Agreement, you will still have to repay any money lent to you. But if you repay all of it before your first instalment is due – or, if you are not paying by instalments, within one month after cancellation – you will not have to pay interest or other charges.

Any goods which you already have under the Agreement, apart from any purchased out of a cash loan, will have to be returned. Such goods should not be used and should be kept safe. (Legal action may be taken against you if you do not take proper care of them.) You can wait for them to be collected from you and you need not hand them over unless you receive a written request.

You will not, however, be required to hand back any goods supplied to meet an emergency or which have already been incorporated, for example in your home. But you will still be liable to pay for emergency goods or services or for any goods which have been incorporated by you or one of your relatives.

Clydesdale Bank Gold MasterCard Conditions of Use

1. Definitions applying to this Agreement

A number of words are given a defined meaning at the start of this Agreement. The following definitions also apply:

“**Account**” means your credit card account with us.

“**Additional Cardholder**” means anyone to whom we issue an additional Card at your request.

“**Agreement**” means the agreement between us relating to the Card, including these Conditions of Use.

“**Balance Transfer**” means a transfer of a debit balance which you owe to another financial institution and which we have agreed to accept and debit to your Account.

“**Card**” means a Clydesdale Bank Gold MasterCard which we issue to you or to any Additional Cardholder, and any replacement card.

“**Cardholder**” includes you and any Additional Cardholder.

“**Cash Advance**” means any cash advance or transfer to another account at the Bank or any other financial institution (other than a Balance Transfer), use of the Card or Card details for Gambling or purchase of travellers cheques or foreign currency obtained in any way by use of the Card.

“**Cheque**” means a cheque drawn on your Account which we are willing to pay.

“**Condition**” means a condition in these Conditions of Use.

“**Credit Limit**” means the maximum amount of credit allowed on your Account.

“**Customer**” and “**You**” mean the person who entered into this Agreement with us.

“**Gambling**” means any transaction which we identify as relating to a Merchant who provides Gambling facilities, whether or not that is the purpose of the Transaction. We are entitled to rely on information supplied by the Merchant when you use your Card.

“**Merchant**” means a retailer, supplier or third party authorised to accept the Card.

“**Password**” means a password chosen by a Cardholder for use with a Card to make Transactions on the internet.

“**PIN**” means the personal identification number issued to or chosen by the Cardholder from time to time.

“**Purchase**” means a Transaction other than a Cash Advance or Balance Transfer.

“**Select Rate**”, “**Standard Rate**”, “**Profile Rate**” and “**Introductory Rate**” mean the interest rates we charge from time to time under these names.

“**Transaction**” means Cash Advances, Balance Transfers, Cheques, Purchases and all payment transactions which you or any Additional Cardholder make using the Card or Card details.

2. Operations on your Account

2.1 We will open an Account in your name and we will send you a Card and a PIN. At your request at any time during the Agreement we will send a Card and a PIN to any Additional Cardholder. We may not issue a Card to you or any Additional Cardholder (and you will return on demand any Card we have issued) if you already have a credit card under an existing credit card agreement with us or any other company which is part of the National Australia Bank group of companies as at the date of this Agreement.

2.2 We will charge to your Account all Transactions and all other amounts you must pay under this Agreement. Transactions may be made by such means as we accept in each case, whether by presenting the Card, by signed voucher, by Cheque, by telephone, by transferring electronic data or otherwise. It will normally take from one to seven days for a Transaction to reach your Account, although in some cases this may take longer. You will be responsible for all Transactions which you or any Additional Cardholder authorise, whatever the manner of such authorisation.

2.3 If we have reasonable justification we may at any time withdraw the right to use any Card or at any time and at our discretion we may refuse to authorise any Transaction. We can do this without prior notice and can make known any such withdrawal to anyone involved in the Transaction. None of these actions affect your existing obligations under this Agreement which continue. We can only exercise these rights without notice where there is a valid reason for doing so, for example if we suspect the Transaction to be fraudulent. Any refusal to authorise a Transaction will be relayed to you via the Merchant concerned. We will notify you of any other exercise of these rights immediately afterwards.

2.4 If you exceed your Credit Limit you must immediately repay any excess to us. When calculating whether the Credit Limit has been exceeded we will take into account any other Transactions we have paid or authorised for payment from your Account.

2.5 Once authorised, a Transaction cannot normally be stopped. However if you dispute a Transaction the Merchant must be able to prove that the Transaction took place.

2.6 You will be responsible for all indebtedness created by an Additional Cardholder as if their Card or PIN had been issued to and used by you. You can at any time ask us to cancel any additional Card but you will remain responsible for its use until it is returned to us and you have repaid all indebtedness incurred by its use.

2.7 If you or any Additional Cardholder give you or their Card details to a supplier of goods or services so that they can continually deduct payments/subscriptions from your Account, the sums authorised may be debited to your Account at the agreed intervals until the payment authority is cancelled.

2.8 When writing a letter of cancellation to a supplier, remember to sign and date the letter, quote your full card number and always keep a copy as evidence of cancellation. You should ask for and obtain written acknowledgement from the supplier that the payment authority has been cancelled. You should also ensure that you give adequate notice of cancellation before a payment is due. If your card number changes, for whatever reason, you must inform the supplier of your new card number.

2.9 The Total Charge for Credit detailed under “Other Financial Information” is an illustrative figure based on the assumption of an immediate single Transaction of £1,500 repaid by twelve equal monthly instalments at the Select Rate for Purchases and Cheques as set out in this Agreement or copy Agreement.

3. Administration Charges

3.1 We will convert into sterling the amount of a Transaction or refund of a Transaction made in a currency other than sterling at a rate determined by MasterCard at the time the Transaction or refund is charged to your Account. This may not be the date on which the Transaction or refund was carried out. In addition there will be a conversion fee of 2.75%.

3.2 If cheques, direct debits or other forms of payment for sums due under this Agreement are returned unpaid we will charge a Returned Payments Charge of £10. This charge will be debited to your Account for each returned payment.

3.3 For Cash Advances, a handling charge of 2.5% (minimum £2.50) of the amount of the Cash Advance will be debited to your Account. This will be in addition to any conversion fee if the Cash Advance is given in a currency other than sterling. The handling charge and the conversion fee will incur the same rate of interest as the Cash Advance. There will be a maximum daily limit on Cash Advances via automated teller machines. In addition, we reserve the right to restrict the amount of Cash Advances from your Account. If we do, we will advise you of the restrictions we may apply.

3.4 If you make a payment to us in a currency other than sterling we will convert the amount to sterling at our applicable rates from time to time and there will be a charge for this. The charge will be the standard fee charged by the relevant division of the Bank for this service from time to time, which varies depending on the amount being converted.

3.5 If you make a Balance Transfer, we may charge a transfer fee of 2.5% (minimum £2.50) of the amount of the Balance Transfer which will be debited to your Account.

3.6 We may add to or change any of these charges at any time in accordance with Condition 4 below.

4. Variation of interest and Changes to the Agreement

4.1 We may vary the interest rates applicable to the Card in accordance with (e) in the section entitled ‘Other Financial Information’ at the start of this Agreement. We may also vary any of the interest rates under this Agreement by giving you at least 7 days’ written notice, to take account of changes in market conditions or the costs involved in providing the Card or related services, changes or anticipated changes in legal or regulatory requirements which affect us, or for reasons related to systems or product development. We may also vary the interest rates by giving you at least 7 days’ written notice for any valid reason.

4.2 We may change any of the terms of this Agreement (including to introduce new charges) to take account of changes in market conditions or the costs involved in providing the Card or related services, changes or anticipated changes in legal or regulatory requirements which affect us, or for reasons related to systems or product development. We may also change any of the terms of this Agreement for any valid reason. If we make any changes to the terms of the Agreement we will give you written notice of the changes at least 30 days before the changes come into effect.

4.3 We may from time to time, in particular circumstances and for particular periods, offer discounts and/or rebates on certain Transactions. If we do offer such discounts and/or rebates then we will tell you what they are and how they will work. We may withdraw any such offer at any time.

5. Details about your Card and Cheques

5.1 The Card will be valid for the validity period shown on the Card (unless this Agreement ends before the end of that period). Cardholders must only use their Card whilst it is valid. If a Cardholder does not use a Card for a period (determined at our discretion) we may choose not to issue a replacement Card when it expires and we can ask for it to be returned or we can ask others to hold on to it for us at any time.

5.2 The Card and Cheques remain our property and can be recalled by us at any time. We may replace a Card with another card issued by us and change your account number at any time if we give you reasonable notice.

5.3 The Card and Cheques must not be used for any illegal purpose.

6. Keeping the Card, PIN and Password safe

6.1 You must ensure that you and each Additional Cardholder comply with the terms of this Condition 6 and follow any reasonable instructions that we give about using the Card and Cheques and keeping them safe.

6.2 Cardholders must sign their Card as soon as they receive it. They must keep their Card safe and not allow anyone else to use their Card. Cardholders must take all reasonable care to ensure the safety of their PIN and Password and prevent them from becoming known to anyone else. Cardholders must ensure that:-

- (a) Any PIN advice is destroyed promptly on receipt;

(b) Where the Cardholder is able to choose the PIN and Password, all reasonable care is exercised;

(c) The PIN or Password is not written on the Card or anything usually kept with it; (d) The PIN or Password is not written down without making a reasonable attempt to disguise it.

6.3 Cardholders must not give their Card or Account number to any third party unless it is for the purpose of a Transaction or when reporting the loss or theft of their Card.

7. Loss or Misuse of Card or Cheque

7.1 Should a Card or Cheque be lost or stolen or for any other reason liable to misuse, or should the PIN or Password become known to a person not authorised under this Agreement, the Cardholder must immediately notify **Clydesdale Bank Card Services, PO Box 4509, Leeds, LS2 8NP, telephone 0870 516 8654** or any branch of the Bank. We may ask a Cardholder to confirm loss of a Card or Cheque in writing. We will accept initial advice of the loss or theft of a Card from a card notification organisation e.g. Sentinel® Card Protection, subject to the Cardholder confirming this in writing to us.

7.2 Until we get effective notification, you will have to pay (subject to any legal limitations) for any use of the Card or a Cheque. Your liability will not exceed £50, unless the Card or Cheque has been used by someone who obtained it with the Cardholder’s consent. After we have been effectively notified you will not have to pay for any subsequent use of the Card or a Cheque other than by a Cardholder. Subject to Condition 7.4 below, we will bear the full losses in the following circumstances:

- (a) in the event of misuse when we have sent the Card or a Cheque to a Cardholder and the Cardholder does not receive it, due to postal delay or other reasons outside the control of the Cardholder;

(b) unauthorised Transactions when we have had effective notification that a Card or a Cheque has been lost, stolen or that someone else knows or may know the PIN or Password;

(c) if someone else uses Card details without the Cardholder’s permission and the Card has not been lost or stolen;

(d) if a Cardholder suffers direct loss as a result of machine or systems failure, unless the fault was obvious or brought to the Cardholder’s attention by notice or displayed message.

7.3 Our liability is limited to those amounts wrongly charged to the Account and any interest on those amounts.

7.4 You will have to pay for all losses if a Cardholder has acted fraudulently. You will have to pay for all losses if a Cardholder has acted without reasonable care (which includes failure to comply with any of the requirements of Conditions 5 and 6).

7.5 If there is a disputed Transaction on a Card Account, Cardholders must co-operate with us in our investigations.

7.6 Cardholders must give us all the information they have regarding the circumstances of the loss, theft or misuse of a Card or Cheque or the disclosure of the PIN or Password. Cardholders will take all the steps reasonably considered necessary by us to help recover the missing Card or Cheque. If we suspect that a Card or Cheque has been lost, stolen or might be misused, or that the PIN or Password has been disclosed, we can give the police any information they think is relevant. Once a Cardholder has reported that a Card or Cheque is lost, stolen or might be misused the Card or Cheque must not be used again. In the case of a Card it must be cut in half and immediately returned to us at the above address.

8. Monthly Statements

8.1 We will normally send you a statement each month showing the payments you have made to us and all amounts we have charged to your Account since the last statement, and the balance on your Account at the date of the statement.

8.2 If your statement includes an item which seems to be wrong, please notify us as soon as possible.

8.3 If you require additional copies of statements or Transaction vouchers a charge will apply. The current charge for each such item is £5.

9. Refunds and Claims

9.1 We will credit your Account with a refund when we receive a refund voucher or other refund confirmation acceptable to us.

9.2 We are not in any way liable if any Merchant refuses to accept a Card for whatever reason.

10. Change of Address

You must write and tell us at once if you or any Additional Cardholder change your or their name, or you change your address, or if you make your payments to us by direct debit and you change the bank or building society from which you make your payments.

11. Ending the Agreement

11.1 If you wish to end this Agreement you must tell us and send us your Card, and the Card of any Additional Cardholder, cut in half across the magnetic strip and, if it contains one, the chip.

11.2 We may end this Agreement if you become bankrupt or you or any Cardholder break the terms of this Agreement or we give at least 30 days’ written notice to you.

11.3 Ending the Agreement will not affect your liability to us at that time. After sending you any notice required by law we may require you to repay at once all amounts you owe us. We will continue to add interest and charges to the Account until you have paid everything you owe under the Agreement.

11.4 If we end this Agreement and demand repayment of the whole sums due under it we may retain any money in any of your accounts with us, or any sums we owe to you, and apply it in or towards repayment of the sums due under this Agreement.

12. Agreement not Secured

No mortgage charge or other security which we hold will apply to your Account or this Agreement.

13. Relaxing the terms of the Agreement

If we allow you more time to make a payment, this will not affect our strict legal rights under this Agreement.

14. When the Agreement becomes binding

This Agreement will only become binding when it is validly signed on our behalf.

15. Transfer of rights under the Agreement

15.1 You may not transfer your rights or obligations under this Agreement, but we can only transfer our obligations either with your agreement or where the transfer does not affect the nature of your rights under this Agreement.

15.2 We may transfer our rights and obligations under this Agreement, but we can only transfer our obligations either with your agreement or where the transfer does not affect the nature of your rights under this Agreement.

15.3 We may disclose to anyone to whom we transfer our rights or obligations any information that we hold about you and any Additional Cardholder and the conduct of the Account.

16. Breaking the Agreement

16.1 If you or an Additional Cardholder break this Agreement, we will charge you for any reasonable losses or costs which we incur as a result. These may include costs we incur, including time spent by our staff, in tracing you or obtaining money you owe us. If you fail to pay us any sum which has become due, or break the Agreement in any other way, or if you die or become bankrupt, we may ask you or your trustee or executor to pay the full amount you owe, after we have issued any notice which the law requires.

16.2 If you break the Agreement we may review any of your banking facilities with us.

16.3 If the Credit Limit is exceeded we will charge you an Over Limit Charge. This charge will be debited to your Account each time the Credit Limit is exceeded. The current amount of this charge is as stated in the Key Information section at the start of this Agreement. The amount of any charges may be varied from time to time in accordance with Condition 4.1.

16.4 If any payments due under this Agreement are not paid when they are due we will charge a Late Payment Charge. This charge will be debited to your Account each time a payment is overdue, and interest will continue to accrue on the amount of the payment which is overdue. The current amount of this charge is