

Online Personal Savings Account General Terms and Conditions 2010

These terms are effective from February 2010.

Together. We are

 **Santander**

VALUE FROM IDEAS

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Terms and Conditions

1 Introduction

The following Online Savings **Account** Terms and Conditions (known as the 'Terms') will apply to all of **our** personal (non-business) online Savings Products which incorporate them. Please ensure **you** have read them carefully together with the **Key Features** that will set out the additional terms and conditions that will also apply to the particular **Savings Product** that **you** open. **You** will need to accept the Terms and those **Key Features** during the application process. Once we receive **your** application form and have accepted **your** application and opened **your Account** then the Terms together with those **Key Features** will form a legal and binding agreement between **you** and **us**.

2 Definitions

'**Account**' Means a savings account that **you** have with **us** which is designed to be accessed by the internet and to which these Terms apply.

'**Bank of England Base Rate**' Means the official bank rate set by the Bank of England (also known as Bank of England 'repo rate' or base rate) or any rate that replaces it (or in our reasonable view is the nearest equivalent to it) set by the Bank of England or its successor.

'**Initial Deposit**' Means the first deposit that **you** make in to the **Account** which must be not less than the Minimum **Account Balance**.

'**Interest Rate**' Means the rate or rates of interest payable in relation to the **Account** from time to time, including any tiered or bonus rates of interest. Details of the interest rates as at the date of the opening of the **Account** are specified in the **Key Features**.

'**Key Features**' Means the **Key Features** including the special conditions and any summary box set out on our website at the time **you** open the **Account**, or as varied by **us** subsequently, for the **Savings Product** that **you** have applied for or opened with **us**.

'**Maximum Account Balance**' Means the maximum amount that **you** can have in the **Account** as stated in the **Key Features**.

'**Minimum Account Balance**' Means the minimum amount that **you** can have in the **Account** as stated in the **Key Features**.

'**Nominated Account**' Means an Individual Savings Account.

'**ISA**' Means a personal UK bank or building society account that offers Direct Debit facilities which is held in **your** name (or where there are two of **you**, in the name of at least one of **you**).

'**Savings Product**' Means a personal (non business) online savings account of a particular type, class, description or issue that we market or make available.

'**We/us/our**' Means Santander UK plc whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN, United Kingdom under company number 2294747. Our FSA registration number is 106054.

'**You/Your**' Means the person or persons named as holders of the **Account** or the person or persons named as the applicants in the application for the **Account**.

3 Interpretation

- 3.1 The headings are provided for ease of reference and shall not affect the interpretation of these Terms.
- 3.2 Any words in the masculine include the feminine and any words in the singular include the plural and the other way around.
- 3.3 If there is any conflict between these Terms and the **Key Features** relating to an **Account** then the **Key Features** will have priority, except that clause 11.6 will have priority over the **Key Features**.

4 Relationship

- 4.1 **We** act as the deposit taker for the **Account**.
- 4.2 It is **your** responsibility to inform **us** of any changes to **your** personal details (including any **Nominated Account** details, postal address and email address) until **your Account** is closed.
- 4.3 **We** reserve the right for third parties to administer the **Account** on **our** behalf.
- 4.4 **We** may transfer all or any of **our** rights in relation to **your Account** to any person. **We** may also transfer any of **our** obligations in relation to **your Account** but only to a person or entity that **we** reasonably consider capable of performing them in accordance with the Terms and the **Key Features**.

5 Criteria for opening and operating the Account

- 5.1 The following criteria apply for opening and operating an **Account**.
- 5.2 **You** must be an individual aged 18 years or over.
- 5.3 **You** must be resident and ordinarily resident in the UK. This does not include the Isle of Man and the Channel Isles.
- 5.4 **You** must hold a **Nominated Account** with a UK bank or building society that offers a facility to pay Direct Debits and **you** must have a valid email address.
- 5.5 **You** will need to satisfy the money laundering regulations. **We** will tell **you** what **our** requirements are as part of the application process for the **Account** including any proof or documentary evidence that **you** will need to provide.
- 5.6 **We** will not open an **Account** for **you** before **we** have received **your Initial Deposit** and **we** reserve the right to refuse to open an **Account** for **you** if **we** do not receive **your Initial Deposit** within 14 days of **your** application.
- 5.7 The **Account** cannot be set up as a trustee account. The **Account** cannot be set up or operated under a power of attorney arrangement unless **you** have a disability that prevents **you** from conducting the **Account** personally. The **Account** cannot be opened by a club, charity, company, business or other organisations.

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- 5.8 The **Account** is available to individuals saving jointly, subject to a maximum of two joint account holders. In the case of joint accounts, either party has equal ability to make transactions on the **Account**.
- 5.9 The **Account** is designed to be opened and operated over the internet. All **Account** information must be accessed over the internet. No passbook or certificate is issued for **your Account**.
- 5.10 All applications to open an **Account** must be submitted via the internet on the application form provided.
- 5.11 When you open **your Account**, you must nominate one **Nominated Account** (but only one) into which withdrawal proceeds can be deposited and from which funds can be withdrawn and credited to **your Account**. Not all bank and building society accounts offer Direct Debit facilities and it is **your** responsibility to ensure that the **Nominated Account** offers the ability to hold a Direct Debit mandate. **Your Nominated Account** must not be in the name of or held for a third party, a sole trader, a partnership or a company.
- 5.12 If you fail to meet any of the qualifying criteria or cannot satisfy the money laundering regulations we reserve the right not to open **your Account**.
- 5.13 We reserve the right to withdraw at any time the availability of any **Savings Product** but if we do the withdrawal alone will not affect you if **your Account** has already been opened.
- ### 6 Deposits and withdrawals
- #### 6.1 Deposits
- 6.1.1 The **Initial Deposit** can only be made by the method specified by us during the **Account** application process.
- 6.1.2 After the **Initial Deposit**, subsequent deposits must be made by direct debit or such other additional method as we tell you on our website is available from time to time.
- 6.1.3 Please allow at least six working days for a new Direct Debit request to become effective after you request it.
- 6.1.4 By requesting a deposit by Direct Debit you waive any right to receive notice of that deposit under the Direct Debit guarantee scheme.
- 6.1.5 **Your** instructions will be processed as soon as reasonably practicable.
- #### 6.2 Clearance Periods
- 6.2.1 Only when a deposit becomes cleared funds will it be available to you to transact online.
- 6.2.2 Details of payment clearance periods for cheques (where payments in by cheque are permitted) and automated payments will be explained on our website from time to time .
- 6.2.3 Any drawing against an uncleared cheque or other payment is on the basis that you must immediately repay us the amount of the drawing if the cheque does not clear or the payment does not reach **your Account** and we reserve the right to deduct such amount from the balance credited to you in respect of **your Account**. Our rights under this clause are subject to any promise that we make on our website at the time that we receive a cheque (where payments in by cheque are permitted) about honouring the cheque in accordance with cheque clearance procedures.
- 6.2.4 Notwithstanding that the **Account** cannot be overdrawn, in the event that we deduct a sum in accordance with clause 6.2.3, clause 6.3.6 or clause 10.8 and there is an insufficient balance credited to **your Account** to meet such sum, you accept liability for interest at 2% per annum above **Bank of England Base Rate** in respect of the whole or any part of such sum to the extent that it exceeds the balance credited to **your Account** for the period from deduction until you repay all of that excess.
- ### 6.3 Withdrawals
- 6.3.1 Withdrawal requests against cleared funds can be made at any time unless otherwise stated in the **Key Features**. **Your** instructions will be processed and funds will be withdrawn from **your Account** as soon as practicable and after any notice period that you gave us.
- 6.3.2 An **Account** offers access to your monies without loss of interest, unless otherwise stated in the **Key Features**. Monies withdrawn cannot be transferred to any account other than **your Nominated Account**. All withdrawals must be made via BACS transfer apart from emergency CHAPs withdrawals, which can be made as detailed in clause 6.3.3.
- 6.3.3 If you need to make an urgent withdrawal of funds, a same day CHAPs request can be made, by telephone or the internet, prior to midday on a working day (i.e. it excludes weekends and English bank holidays) for a same day withdrawal. This does not apply in period in which the **Key Features** do not permit withdrawals. This service is subject to a charge, which will be deducted from **your Account** balance (before the CHAPs withdrawal is made), and details of the current charges will be provided to you before providing this service. This is also subject to clause 6.3.6.
- 6.3.4 In the event of a genuine emergency, difficulty or if the website is unavailable for any reason, withdrawals (but not deposits) can be requested by telephone, subject to us first verifying your identity to our satisfaction. This is also subject to any restriction on withdrawals specified in the **Key Features**. This is also subject to clause 6.3.6. We reserve the right to refuse to accept telephone requests in the event of persistent abuse of this facility.
- 6.3.5 Payments cannot be made by Direct Debit from the **Account** to accounts held by third parties or withdrawn by cheque and the **Account** offers no bill payment facility.

6.3.6 If the **Key Features** require **you** to lose an amount equal to a sum of interest if **you** give less than a specified period of notice this will apply irrespective of how **you** request withdrawal. **We** may deduct any loss of an amount equal to interest that **you** have incurred, from interest, money in the **Account** and/or any amount that **you** have asked to withdraw including (subject to the exceptions in clause 11.6) on closure of the **Account**.

6.4 General

- 6.4.1 Once a transaction request has been processed, it cannot be cancelled.
- 6.4.2 **Your Account** may not go overdrawn. Transactions will not be authorised unless **you** have sufficient cleared monies in **your Account** (after payment of any charges).
- 6.4.3 Transfers between the **Account** and any other Santander UK plc accounts **you** may hold are not available, unless **we** agree otherwise in writing, and will be subject to the terms of the accounts in question.
- 6.4.4 All deposits and withdrawals must be in the currency of the **Savings Product** to which the **Account** relates. Unless the **Key Features** specify otherwise this will be in pounds sterling.
- 6.4.5 **You** can not hold more than the **Maximum Account Balance** in the **Account**.
- 6.4.6 **You** will not receive written **Account** statements, as statements can be viewed on-line and printed out (subject to a maximum of two years' data). **We** will not send **you** copies of statements.
- 6.4.7 **We** may freeze **your Account** if **we** suspect that it is being used illegally or if there is a dispute about **your Account** and **we** may refuse to permit any further withdrawals until the dispute is resolved. In the event of a dispute between joint account holders, please contact **us** immediately to ask that a 'no withdrawals' marker be placed on the **Account**. Please note that it is **your** responsibility to inform **us** of any such dispute, either in writing to Freepost RRTU-JKZH-LREA, eSavings Unit, PO Box 711, Wallsend, Newcastle upon Tyne NE28 5AN or by telephoning **us** on the number specified on **our** website.

7 Errors

- 7.1 While **we** try to operate **your Account** accurately, mistakes may occur. If **you** are aware that an amount has been incorrectly credited or debited to **your Account** **you** should notify **us** immediately by secure email (via the 'contact **us**' section of the website once **you** are logged on) or by calling **us** on the number specified on **our** website. If **you** use funds with the knowledge that they were incorrectly credited to **your Account** **we** may take steps to recover the money from **you** or take it from **your Account** and take such other proceedings or actions as may be appropriate.

7.2 If **we** become aware of a transaction anomaly on **your Account** **we** will notify **you** and amend the error accordingly, including removing any money incorrectly credited to **your Account**.

7.3 **You** agree to examine all statements made available to **you** that set out transactions on the **Account**. **You** must notify any objection that **you** have to any item contained in the statements in writing to Freepost RRTU-JKZH-LREA, eSavings Unit, PO Box 711, Wallsend, Newcastle upon Tyne NE28 5AN as soon as practicable and in any event within six months of the date of the item first appearing on **your** statement on the site.

8 Interest

- 8.1 Interest is paid on all credit balances. The **Interest Rate** on the **Account** is variable, subject to any fixed interest rate or interest rate guarantee that applies in relation to a period as specified in the **Key Features**. If the **Interest Rate** on the **Account** changes, **you** will receive personal notification within 30 days of the change taking effect.
- 8.2 Interest is calculated daily and is payable in accordance with the **Key Features**. During the application process **you** may be permitted to select between alternative interest payment periods and payment methods, in which case **we** will explain on **our** website if and how at a later date **you** can change **your** selection. If **you** have interest paid into a **Nominated Account**, the funds would normally be available in it on the second working day of the month following the date when interest is payable.
- 8.3 Deposits earn interest from the day after the funds are received in **your Account** up to and including the day on which the withdrawal is made (on the amount withdrawn) or, on **Account** closure, the day on which the **Account** is closed. Interest is not payable on a payment in to the **Account** that does not clear (subject to any promise that **we** make on **our** website at the time that **we** receive a cheque about honouring the cheque in accordance with cheque clearance procedures).
- 8.4 Balances below the **Minimum Account Balance** will earn a nominal rate of interest. Please see **our** rates table on **our** website.
- 8.5 **We** may change the **Interest Rate** (including any bonus rate and adding, amending or withdrawing **Interest Rate** tiers to the **Account**) at any time for any one or more of the reasons set out in clause 8.6, except to the extent that this would breach any promise that **we** have made to pay a fixed rate of interest or a guaranteed level of interest. **We** will ensure that the extent of the change is no greater than is justified by the reason for making it.
- 8.6 The reasons mentioned in clause 8.5 above are:
- 8.6.1 To reflect changes in the **Bank of England Base Rate**.
- 8.6.2 To attract and/or retain investors in accounts of the same type as **your Account**.
- 8.6.3 To enable **us** to set the **Interest Rate** which **we** charge **our** borrowers at a level which will attract or retain business from borrowers.

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- 8.6.4 To reflect **our** internal policies on any one or more of the following:
- (a) competitiveness;
 - (b) market share;
 - (c) profitability of **our** business as a whole, or in respect of a particular product or service.
- 8.6.5 To reflect a change which has occurred, or which **we** reasonably think is likely to occur, in the interest **we** earn on any funds which savers have invested with **us** and which **we** have placed on the money market;
- 8.6.6 To make sure that **our** solvency level is prudent and continues to satisfy the requirements of **our** regulator;
- 8.6.7 To enable **us** to harmonise in a reasonable manner the Interest Rates which **we** pay to **our** savers with those paid by any other financial institution(s) or business(es) that **we** acquire or merge with, or that acquire(s) **us**;
- 8.6.8 To reflect any of the following:
- (a) A change which has been made or is about to be made in any one or more of the following:
 - the law;
 - regulatory requirements; or
 - any relevant code of practice;
 - (b) A decision by a Court;
 - (c) A decision, recommendation or guidance by an ombudsman, regulator or similar body.
- 8.6.9 To reflect changes in the cost of managing **your Account** (including where caused by developments in the technology **we** use, changes in the amount **we** pay to others, inflation and/or changes in account services and facilities that **we** provide).
- 8.7 Each of the reasons listed in clause 8.6 above is to be treated as a separate contractual term. If any one or more of those reasons is invalid, the validity of the others will not be affected.
- 8.8 **We** may also reduce the **Interest Rate** (subject to any fixed interest rate or interest rate guarantee that applies in relation to a period as specified in the **Key Features**) for any other reason which is valid, provided that **we** give **you** notice of the reduction at the earliest opportunity by personal email and **you** are then free to close the **Account** immediately without penalty or loss of interest in the period of 30 days following the notice. **We** will notify **you** if **we** are making the change under this clause 8.8.
- 8.9 In the case of an **Account** which is not an **ISA**:
- 8.9.1 **we** will pay interest after the deduction of income tax at the rate specified by law or, if permitted by law and subject to any required certification, gross (i.e. before the deduction of tax at the rate specified by law).
- 8.9.2 if **you** are liable for tax at a higher rate at any time then **you** will be responsible for accounting to HM Revenue & Customs for a further payment of tax.
- 8.10 In the case of an **Account** which is an **ISA**, provided that the **Account** is operated in compliance with the **ISA** regulations as laid down by the Government from time to time **we** will pay interest gross (that is tax-free). This is subject to any action that the Government may take to withdraw, replace or amend **ISAs** or their tax treatment.
- 8.11 Where interest is paid gross in circumstances where it later becomes apparent that interest should have been paid subject to a deduction of tax, **we** shall be entitled (except where the error was **our** sole responsibility) to recover any overpayment.
- 8.12 In all circumstances **you** are responsible to HM Revenue & Customs, and **we** do not accept any liability for tax, costs or penalties relating to interest on the **Account**.
- 8.13 Other taxes or costs may exist which are not paid through **us** or applied by **us**.
- 9 Change to Account Terms and Conditions**
- 9.1 **We** may change any of the terms and conditions of the **Account** including these Terms and any provisions of the **Key Features** at any time in accordance with the following provisions. Changes may consist of the addition of a new term or condition or the alteration or the deletion of an existing term or condition. For the avoidance of doubt this includes converting **your Account** in to another type of **Savings Product**. If **we** make a change **we** will ensure that the extent of the change is not greater than is justified by the reason for making it.
- 9.2 **We** may make a change for any one or more of the following reasons:
- 9.2.1 To reflect a change in the general practice of other financial institutions which offer savings accounts to the public;
- 9.2.2 To provide for innovations or improvements in the way **we** look after **our Account**, or in the services or facilities **we** offer to customers with the same **Savings Product** as **your Account**;
- 9.2.3 To reflect any of the following:
- (a) A change which has been made, or is about to be made, in:
 - the law;
 - regulatory requirements; or
 - any relevant code of practice.
 - (b) A decision by a Court or tribunal
 - (c) To reflect any decision, recommendation or guidance by an ombudsman, regulator or similar body;
- 9.2.4 to correct any errors which might be discovered;
- 9.2.5 the change is to **your** advantage;
- 9.2.6 the change will make the Terms easier to understand.
- 9.3 Each of the reasons listed in clause 9.2 above is to be treated as a separate contractual term. If any one or more of those reasons is invalid, the validity of the others will not be affected.

- 9.4 If **we** make a change under clause 9.2:
- 9.4.1 if the change is to **your** disadvantage **we** will give **you** not less than 30 days' prior personal notice of the change and **you** will be free for a period of 60 days' following the giving of the notice under this clause 9.4.1, to close **your** **Account** without having to pay any extra charges or losing interest for doing so.
- 9.4.2 If **we** make any change under clause 9.2 which is not to **your** disadvantage **we** may make the change immediately and tell **you** about it by personal email within 30 days.
- 9.5 **We** may also make a change for any other reason, but if **we** do so under this clause 9.5 **we** will give **you** not less than 30 days prior notice of the change. **We** will give **you** personal notice of this change and **we** will tell **you** that **we** are making the change under this clause 9.5. **You** will be free for a period of 60 days following the giving of **our** notice under this clause 9.5, to close **your** **Account** without having to pay any extra charges or losing interest for doing so.
- 9.6 **We** will not use **our** rights under this clause 9 to remove or amend an interest rate guarantee which **we** have given in the **Key Features** unless the change would not be to **your** disadvantage overall.
- ## 10 Charges
- 10.1 **We** may at any time reduce or abolish any charge which applies to **your** **Account** with immediate effect and without notice.
- 10.2 **We** may introduce a new charge or increase an existing charge for **your** **Account** for any one or more of the following the reasons:
- 10.2.1 To reflect any new or increased costs which **we** incur:
- In improving the way in which **we** look after **your** **Account**;
 - In introducing a new or improved service or facility for **your** **Account**;
 - In complying with any decision by a Court or tribunal;
 - In complying with any change which has been made, or is about to be made in:
 - the law;
 - regulatory requirements; or
 - any relevant code of practice.
 - (e) In complying with any decision, recommendation or guidance by an ombudsman, regulator or similar body.
- 10.2.2 To reflect any increased costs that **we** incur in looking after **your** **Account** as a result of inflation;
- 10.2.3 To enable **us** to harmonise in a reasonable manner the charges which **we** make to **our** savers with those charged by any other financial institution(s) or business(es) that **we** acquire or merge with, or that acquire(s) **us**.
- 10.3 Each of the reasons listed in clause 10.2 is to be treated as a separate contractual term. If any one or more of these reasons is invalid the validity of the others will not be affected.
- 10.4 If **we** impose a new or increased charge under clause 10.2, **we** will give **you** not less than 30 days prior personal notice of the change. If **we** impose a new or increased charge **we** will ensure that the amount of the charge is not greater than is justified by the reason for imposing it.
- 10.5 **We** may also introduce a new charge or increase an existing charge for **your** **Account** for any other reason which is valid, provided that **we** give **you** at least 30 days' prior notice of it by personal email. **You** are then free to close the **Account** immediately without penalty or loss of interest in the period of 30 days following the notice. **We** will notify **you** if **we** are making the change under this clause 10.5. If **we** impose a new or increased charge **we** will ensure that the amount of the charge is not greater than is justified by the reason for imposing it.
- 10.6 In addition to the charges referred to in clauses 10.2 and 10.5, **we** may also recover from **you** any reasonable costs if **we** do any work, incur any costs, charges, expenses or liabilities:
- 10.6.1 as a result of **your** default; or
 - 10.6.2 in responding to any request which **you** make; or
 - 10.6.3 directly as a result of any act or omission by **you**.
- 10.7 Where clause 10.6 applies, **you** will:
- 10.7.1 Pay to **us** the full amount of any costs, charges or expenses which **we** reasonably incur (including an administration fee to cover the cost to **us** of any work done by **our** officers, employees and agents); and
 - 10.7.2 Pay **us** damages for any liabilities reasonably incurred by **us** as a result of any circumstances mentioned in clause 10.6.
- 10.8 Any sums which are payable by **you** under this clause 10 which are not paid, may be recovered from **you** by deducting such sum from the balance credited to **you** in respect of **your** **Account** after having given **you** notice of **our** intention to do so in writing.
- 10.9 Any reference to costs, charges or expenses in relation to **your** **Account** will include a reasonable proportion of the overall costs, charges or expenses of the same type that **we** incur in relation to **our** management of online savings accounts.
- ## 11 Closure
- 11.1 **We** reserve the right to close **your** **Account** if it is inactive (i.e. no deposits or investments over an 18 month period), or the balance has been below the **Minimum Account Balance** for a period of at least three months, or **you** cease to meet any of the eligibility criteria contained in clause 5, or the **Account** is being misused, or **you** are otherwise in breach of the **Terms**, or (except where it is caused solely by a valid complaint by **you**) in the event of a breakdown in the relationship between **you** and **us**. If **we** close **your** **Account** **we** will give **you** at least 30 days notice by email, however **we** reserve the right to close **your** **Account** without prior notice and (unless prevented by law) tell **you** by email that **we**

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have done this immediately afterwards, if there are exceptional circumstances, such as fraud or suspected fraud by you, serious breach by you of the Terms, abusive or threatening behaviour by you towards our employees or those of our agents or where we are required to do so by law.

- 11.2 Closure of the **Account** by you must be made by requesting a closing withdrawal when logged onto the secure website. On closure, any pending transactions will be cancelled by us. Your right to close the **Account** is subject to any restrictions on closure specified in the **Key Features**.
- 11.3 Once we have processed the closure any outstanding balance in your **Account** together with (an apportionment of) interest (less tax if applicable) from the date of the last interest payment up until the date the **Account** closes, will be transferred to your **Nominated Account**. The closing funds will be available in your **Nominated Account** in line with the timescales for a standard withdrawal.
- 11.4 Once your **Account** is permanently closed, you will be unable to continue to view your details on the website. It is your responsibility to print out details of any **Account** details (e.g. statements, transaction history) prior to the closure of your **Account**.
- 11.5 Once an **Account** has been finally closed, it cannot be re-activated or re-opened. A new **Account** application will have to be made if you wish to start using our Online Savings service again.
- 11.6 Clause 6 will apply to the closing withdrawal including that any loss of interest or charges applicable on withdrawal will also apply on the closing withdrawal, except where clause 8.8, clause 9.4.1, clause 9.5 or clause 10.5 applies.

12 Security

- 12.1 You will be required at all times to have data of the types that we reasonably require for the purposes of the security of your **Account** ('Security Data'), such as user name, password and memorable data questions and answers. This will be agreed with us as part of the application process and we will give you instructions from time to time as to how you can change it, which will be subject to us being able to verify your identity to our satisfaction. We reserve the right to introduce new reasonable requirements to maintain or improve security.
- 12.2 You should keep your Security Data secure and secret and not disclose it to any other person. You must alert us immediately if you suspect that someone knows any of your Security Data or if you have misplaced any record of your Security Data (even though you should not keep any record of your Security Data), or if you forget your Security Data. You must also notify us if you become aware of any unauthorised use of your Security Data or any other breach of security regarding our Online Savings website. However, if at your request we register an attorney to operate the **Account** on your behalf we or you may disclose your Security Data to the attorney for that purpose and you will be liable for any instructions given to us by the attorney using your Security Data, whether through the website or by telephone for a withdrawal under clause 6.3.3 or 6.3.4, and

we are entitled to treat the attorney's instructions as yours, and act upon them until we receive notice from you that the authority of the attorney to operate the **Account** has ceased and you have changed your Security Data.

- 12.3 It is your responsibility to read and comply with any reasonable security guidance that we provide on our website from time to time.

13 Use of the website

- 13.1 You will be entitled to access and use the website in accordance with the Terms, and the instructions from time to time on our website, once we have confirmed to you acceptance of your application for the **Account**. You will not be entitled to amend or alter these Terms at any time.
- 13.2 You are responsible for ensuring that your equipment meets all relevant technical specifications necessary to use the website and is compatible with the website. We may from time to time make reasonable changes to the technical specifications necessary to use the website.
- 13.3 You will be responsible for all internet service, telephony or other fees and charges incurred by you with any third party in accessing the website.
- 13.4 You must not attempt to interfere in any way with the proper working of the website or do, or attempt to do, directly or indirectly, anything to prevent or damage the operation of our website and in particular you must not attempt to circumvent security, tamper with, hack into, or otherwise disrupt any computer system, server, website, router, or any other internet connected device.
- 13.5 In the event that you encounter any technical problems with the website you may contact us by calling us on the number specified on our website. The availability of the website could be restricted depending on the severity of the problem.
- 13.6 You are only permitted to use the website for your own personal non-commercial purposes, and you may not in any way make the **Account** available to any third party.
- 13.7 The website may provide links to other web sites that are not under our control. We shall not be responsible in any way for the content of any such other website. We provide such links only as a convenience and the inclusion of any link does not imply any warranty, endorsement or other acceptance of responsibility or liability by us in respect of the content (including but not limited to goods, materials and services) contained in or offered by any such website.
- 13.8 We take no responsibility for any third party banner advertisements on the website or any frames surrounding the website. The presence of any such advertisements on the website does not represent any endorsement or other acceptance of responsibility or liability by us for any goods or services advertised, or goods or services provided or offered on any website to which any such advertisement links.

14 Liability

- 14.1 We use reasonable skill and care in providing secure access to the part of our website where you access your **Account** and preparing and selecting content for our website.

However, because of the inherent nature of the internet, our lack of control over it, and the number of sources from which we may obtain content we give no absolute guarantee (express or implied) or representation to you in relation to:

- 14.1.1 The accuracy or adequacy of the content of the website;
 - 14.1.2 Access or lack of delay of access to the website or to the secure part of the website where you access your Account;
 - 14.1.3 The security of such access or the suitability of security but this will not exclude our liability for our fraud, wilful default or negligence or reduce your statutory rights. For further information about your statutory rights contact your local authority Trading Standards Department or Citizens Advice Bureau.
- 14.2 We will only be responsible to you for losses you suffer that result from us breaking this agreement or from any fraud, wilful default or negligence or other wrong doing on our part (for example if we fail to carry out your proper instructions, for which purpose clause 12.2 applies, or carry them out incorrectly and/or after an unreasonable delay) but then only to the extent that any such losses suffered by you are a foreseeable consequence of it. Such losses are a foreseeable consequence of it if they could be reasonably contemplated by both you and us and are limited to any part of your investment with us which is lost and the amount of any interest that you did not receive or had to pay, as a consequence (subject to you providing us with reasonably satisfactory evidence). This also means that we are not responsible for indirect losses which happen as a side effect of the main loss or damage and which were not reasonably foreseeable by both you and us such as loss of business, loss of profit, loss of data, or loss of opportunity.
- 14.3 We will not be liable for any loss, damage or expense or delays suffered or incurred by you by reason of causes beyond our reasonable control such as industrial disputes not involving our employees or subcontractors, failure of power supplies, failure of telecommunications services or equipment or other equipment, or acts or omissions of content providers, internet or other service providers.
- 14.4 You will be liable for any losses to the extent that they are a result of you acting fraudulently, you breaching the Terms, you acting without reasonable care, or your wilful default, including failing to treat any of your Security Data securely, and our obligation to pay back sums to you and interest on them will be reduced accordingly.
- 14.5 We may take any action we think appropriate in relation to you or your Account to meet any obligations we have under laws (from any territory) for the prevention of fraud, money laundering or terrorism and we will not be liable to you for any loss that you incur as a result of such action.
- 14.6 Nothing in these Terms excludes our liability for fraud, death or personal injury.
- 14.7 We can rely on more than one of the provisions in this clause 14 in any particular circumstances.

15 Retention and set off

- 15.1 We may set off all or any of the credit balance on your Account against any indebtedness you may have to us, (whether under a mortgage, loan, guarantee, overdraft on another account or otherwise) which is due for payment or repayment but which has not been paid or repaid as the case may be. Interest will not be paid on any credit balance after it has been used in this way.

16 Joint Accounts

- 16.1 If your Account is held jointly, then these Terms will apply to both of you together and to each of you on your own. We may take action against either or both of you in the event of a breach of the Terms.
- 16.2 You consent to us acting on instructions given by either of you. You should be aware that either one of joint Account holders will be able to withdraw the entire balance of your Account, close your Account or change the interest payment instructions, without the knowledge or consent of the other joint Account holder. If you do not want a joint Account holder to be able to do this, then you should not open a joint Account.
- 16.3 On proof of death of either joint account holder, the survivor will be the only person recognised by us as having any ownership of, or any interest in, the Account. That person will be entitled, subject to these Terms and our prior approval, to transfer the Account into an additional name, or to withdraw money from it or both.
- 16.4 We can give information about your Account and transactions to either of you. A notice we send to one of you is treated as a notice to both of you.

17 Incapacity or infirmity

- 17.1 If after reasonable enquiry it appears to us that you are incapable of managing your financial affairs through age, infirmity or mental disorder and that no-one has been appointed with lawful authority to look after your financial affairs, we may allow withdrawal of all or part of your Account balance on your behalf (subject to its terms and conditions) by anyone who reasonably appears to us to have custody or care of you or the management of your financial affairs.

18 Trusts, third party claims and assignment by you

- 18.1 We need not recognise any trust or charge or other claim of anyone else over an Account, investment or other property unless obliged to do so by law or by order of a competent Court or other authority. Except in cases where we are so obliged, we will not be held responsible for omitting or neglecting to recognise any such trust, charge or claim.
- 18.2 No one other than you or your personal representatives can enforce the Key Features, the Terms or any other rights that you have in respect of the Account.
- 18.3 Your rights to the Account may not be assigned and you may not use them as security for a loan.

Savings – Information

19 Unclaimed balances

19.1 We may close the Account and retain any investment if we cannot trace you after reasonable enquiry and either:

- 19.1.1 the balance credited to the Account is less than £100 and there has been no transaction on the Account for at least three years; or
- 19.1.2 the balance credited to the Account is £100 or more and there has been no transaction on the Account for at least five years, but this does not affect your right to claim the balance together with interest that would have accrued on it if your Account had remained open.

20 Settlement of disputes

20.1 We have an internal complaint procedure to resolve disputes with customers. Any dispute which cannot be resolved under this procedure may be referred to an ombudsman service or any court with the relevant authority. Please see our website for details of the complaints procedure.

21 Notices

- 21.1 Any notice to be given to us under these Terms must be in writing sent to us, at any of our branches, or our registered offices at 2 Triton Square, Regent's Place, London NW1 3AN.
- 21.2 Where we send a notice or other document by post, it will be treated as properly served if we post it to you in a prepaid envelope addressed to the address you notified to us.

The notice or document will be treated as served 48 hours after it is posted if it is posted by first-class mail and five days after it is posted if it is posted by second-class mail. Where we send a notice or other document by e-mail, it will be treated as properly served at the time it is sent if we sent it to the e-mail address you have notified to us.

- 21.3 Where we are required to give you personal notification in accordance with these Terms, that notification will normally be by email. If circumstances beyond our control arise, which prevent us giving notice by e-mail, we will provide you with personal notification by alternative means (e.g. post).
- 21.4 It is your responsibility to ensure that your postal and e-mail addresses are valid and that you check your e-mail account regularly.

22 Governing law, jurisdiction and language

- 22.1 The laws of England and Wales govern the Terms (and any negotiations before opening the Account).
- 22.2 You and we agree that the only courts to have jurisdiction over any dispute relating to your Account or its operation will be the Courts of England and Wales and the Courts of the legal jurisdiction for the part of the United Kingdom in which you reside.
- 22.3 The contract and all communications with you about the Account will be in English.

We are able to provide literature in alternative formats. The formats available are: large print, Braille, audio tape and PC disk. If you would like to register to receive correspondence in an alternative format please give us a call and ask for a 'Preferred Communication Request' form.

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