

# Terms and Conditions for Current and Savings Accounts

## Offshore Banking

**Terms and Conditions for:**  
**Current Account**  
**Instant Savings Account**  
**Notice Account**

These Conditions cover the above products Clydesdale Bank International has on offer. Please refer to the Product Specific Conditions which apply only to the type(s) of account(s) you have chosen. The Definitions and the Universal Conditions apply to all of the above products unless otherwise indicated.

These Terms and Conditions should be read in conjunction with the Agreement and Account Tariff leaflet.

### 1 DEFINITIONS

In these Conditions:

**"Account"** means a Current Account, an Instant Savings Account or a Notice Account, as the case may be, maintained by the Account Holder with us;

**"Account Holder", "you", "your", "yours"** means the person(s) in whose name(s) the Account is maintained and,

- in the case of private individuals, if there is more than one such person, includes any, each and all of you; and
- in the case of a trust includes each individual trustee;

**"Agreement"** means the agreement between us and you relating to the maintenance of the Account. It comprises these Conditions and any application form you completed when you applied for the Account. These Conditions may be altered from time to time - please see Condition 13;

**"Approved Currency"** means any currency other than Sterling which is freely convertible into Sterling and which is approved by us as a currency in which we are willing to conduct business;

**"Authorised Person"** means, in respect of a business Account only, a person(s) who has been identified by the Account Holder as having authority to operate the Account;

**"Bank", "we", "us", "our"** means Clydesdale Bank PLC, Guernsey Branch, trading as Clydesdale Bank International;

**"Benefits"** means any benefits, privileges or promotions, not covered by these Conditions, which we may offer or make available to you from time to time;

**"Business Day"** means any day (excluding Saturdays, Sundays and bank holidays) on which banks generally are open in the City of London and Guernsey for the transaction of normal banking business of the kind contemplated by these Conditions;

**"Card"** means any relevant type of Bank or other card which, under the terms of your Card Agreement, may be used in conjunction with the Account;

**"Card Agreement"** means any agreement between you and us relating to use of a Card;

**"Chosen Approved Currency"** means a single Approved Currency chosen by you in which your Account is to be opened, maintained and operated by us;

**"Cleared for Fate"** means the point at which funds from a cheque, or other order, paid into an Account can be drawn on;

**"Cleared for Value"** means the point at which funds from a cheque, or other order, paid into an Account earn interest. Although included in the Account balance and shown on a statement or cash machine slip, the funds may not yet be available to withdraw;

**"International Department"** means our department responsible for dealing generally with foreign exchange conversions and other aspects of international payments;

**"Nominated Account"** means the account detailed on your application form held in your name(s) with Clydesdale Bank International or, as the case may be, with a UK bank - subject to Condition 9;

**"Payment Item"** means standing order, Direct Debit, cash withdrawal, Card transaction or other payment instruction relating to your Account;

**"Relevant Rate of Exchange"** means the rate of exchange offered by us to exchange one currency for another. The rate of exchange offered will depend on a number of factors including the sums involved and whether the currency is cheques or drafts;

**"Tariff"** means the Clydesdale Bank International Offshore Banking Account Tariff covering the Current Account, the Instant Savings Account, or as the case may be, the Notice Account in force from time to time. Copies of the up to date Account Tariff are available from your branch and on request to us by telephone;

**"Telephone Authorisation/Internet Banking Service"** means the service we offer customers to provide telephone authorisation or, as the case may be, transactional internet banking; and

**"Value Date"** means the date on which we agree to calculate and settle our obligations or receive payment in respect of a transaction, or a date which is stipulated by another bank which is a party to a transaction.

### 2

To help you understand which Conditions apply to your Account, these Conditions are split between the **Product Specific Conditions** (Condition 3) which apply only to the particular product shown and the **Universal Conditions** (Conditions 4 to 18) which, unless otherwise indicated, apply to all the types of products included within the definition of Account. The **Definitions** in Condition 1 apply to all parts of the Agreement.

### 3 PRODUCT SPECIFIC CONDITIONS

#### 3.1 Current Account

On this Account:

3.1.1 personal customers only who meet the reasonable requirements set down by us from time to time may apply;

3.1.2 the Account is available in Sterling, Euros, US Dollars, Australian Dollars and New Zealand Dollars;

3.1.3 the minimum deposit required to open and maintain this Account is £2,500 or 5,000 in your Chosen Approved Currency and the maximum balance we will accept is £30,000,000 or 60,000,000 in your Chosen Approved Currency;

3.1.4 all operations will be in the currency option detailed on the application form. Credits to and withdrawals from the Account, credit interest payable, will be in that currency only;

3.1.5 cards are available in the currency of the Account;

- 3.1.6 standing orders and Direct Debits are permitted on Sterling Accounts only; and
- 3.1.7 statements of your Account will be provided monthly, on the first day of each month, which show all payments to and from your Account. Statements can also be issued more frequently or on request subject to payment of any charge which may be in force at the time. Statements can also be accessed and printed via Internet Banking.

Any references elsewhere in these Conditions to the opening and conduct of a Current Account are subject to Condition 3.1.

### 3.2 Instant Savings Account

On this Account:

- 3.2.1 personal customers and business customers (including limited companies (with the exception of plcs), and simple trusts) who meet the reasonable requirements set down by us from time to time may apply;
- 3.2.2 the Account is available in Sterling, Euros, US Dollars, Australian Dollars and New Zealand Dollars;
- 3.2.3 the minimum deposit required to open and maintain this Account is £5,000 or 10,000 in your Chosen Approved Currency and the maximum balance we will accept is £30,000,000 or 60,000,000 in your Chosen Approved Currency;
- 3.2.4 credits to or payments from the Account must be for a minimum of £500 or 1,000 in your Chosen Approved Currency;
- 3.2.5 all operations will be in the currency option detailed on the application form. Credits to and withdrawals from the Account, credit interest payable, will be in that currency only; and
- 3.2.6 statements of your Account will be provided on the 1st April annually which show all payments to and from your Account. Statements can also be issued more frequently or on request subject to payment of any charge which may be in force at the time. Statements can also be accessed and printed via Internet Banking.

Any references elsewhere in these Conditions to the issue of Cards, standing orders or Direct Debits on the Account, do not apply to the Instant Savings Account.

### 3.3 Notice Account

On this Account:

- 3.3.1 personal customers and business customers (including limited companies (with the exception of Plcs), and simple trusts) who meet the reasonable requirements set down by us from time to time may apply;
- 3.3.2 the minimum deposit required to open and maintain this Account is £10,000;
- 3.3.3 credits to or payments from the Account must be for a minimum of £500
- 3.3.4 Account Holders must give us 30 days notice of withdrawal. You may, subject to a loss of interest, make a withdrawal on giving us 5 Business Days notice instead of the 30 days notice period. The loss of interest will be equivalent to the loss of 30 days interest and will be calculated on the amount withdrawn at the rate of interest applicable to your Account at the time of withdrawal. The loss of interest will be deducted from the capital in your Account;
- 3.3.5 if you wish to close your Account, closure will be subject to the notice period or, if sufficient notice is not given, any loss of interest as mentioned in Condition 3.3.4;
- 3.3.6 on the death of a sole Account Holder we will waive any withdrawal notice period. If however the Account is held jointly or held by a business customer, the notice period will continue to apply;
- 3.3.7 statements of your Account will be provided on the 1st April annually which show all payments to and from your Account. Statements can also be issued more frequently or on request subject to payment of any charge which may be in force at the time. Statements can also be accessed and printed via Internet Banking; and
- 3.3.8 the Account is operated in Sterling only. Credits to and withdrawals from the Account will be in Sterling only.

Any references elsewhere in these Conditions to the issue of the Cards, standing orders or Direct Debits payments on the Account, do not apply to the Notice Account.

## UNIVERSAL CONDITIONS

### 4 OPERATION OF THE ACCOUNT

- 4.1 You must be aged at least 18 to be an Account Holder.
- 4.2 These Conditions govern the banking relationship between you and the Bank in relation to the Account. Where additional services are provided to you these may be subject to further conditions, which may take priority over these Conditions.
- 4.3 From time to time Benefits may be made available to you. Each Benefit is subject to its own conditions which do not form part of the Agreement.
- 4.4 We may from time to time at our discretion and without notice add to, withdraw or vary any service or Benefits which do not form part of the Agreement. We will tell you personally at least 30 days before we withdraw any Benefit from being generally available to holders of an Account.
- 4.5 You may close your Account at any time by giving written notice to us. The closure will take effect on the last to occur (as relevant) of the following:
- 4.5.1 on receipt by us of all Cards;
- 4.5.2 when all outstanding transactions are completed; and
- 4.5.3 when all sums owing to us on your Account are repaid.
- 4.6 In the event of the death of a sole Account Holder, we will accept instructions from the Account Holder's properly authorised personal representatives who will be required to apply to the Guernsey Ecclesiastical Court for a Grant of Probate. In such circumstances, the authorised personal representatives can make a withdrawal of all (including Account closure) or part of the funds subject to submission to the Bank of the Grant of Probate.
- 4.7 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. In other circumstances we will give you at least 30 days notice before closing your Account. As an alternative, and after giving you at least 30 days notice, we may change your Account to another suitable account.

- 4.8 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 about you as we may require for these purposes.
- 4.9 If you change your name, name of your business, nature of your business, mailing address, email 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.
- 4.10 You are not permitted to overdraw the Account.
- 4.11 Your instructions for Account detail changes and transfers will only be accepted by the Bank via Internet Banking or in writing authorised by you. Facsimile instructions will not be accepted.
- 4.12 Powers of Attorney and other forms of agency arrangement will not be accepted.
- 4.13 Third party mandates can be arranged through the Bank.
- 4.14 Any person becoming entitled to an Account in consequence of death, bankruptcy, insolvency, dissolution or winding up of the affairs of an Account Holder may, upon such evidence being produced as is reasonably required by the Bank and upon the payment of such fee as the Bank may from time to time require, be registered as an Account Holder.
- 4.15 If there is an agreement between you and us for you to use our Telephone Authorisation/Internet Banking Service, the authority given by you to us in relation to those services will prevail over these Conditions.
- 4.16 The Account Holder acknowledges that in order to operate the Account, it will be necessary for the Bank to obtain information relating to the Account Holder which is personal data as defined in the Data Protection (Bailiwick of Guernsey) Law, 2001 ("Personal Data"). The Account Holder agrees that the Bank may use, store, transfer, disclose, or otherwise process the Customer's Personal Data in order to perform its obligations to the Customer and for other related purposes including monitoring and analysis of its business, fraud and crime prevention, money laundering, legal and regulatory compliance and the marketing by the Bank of other services and products. The Account Holder agrees that the Bank may, in operating the account and in complying with its obligations, transfer or disclose Personal Data to any third party, including governmental, regulatory or judicial bodies or agencies, professional advisers or other companies in the same group as the Bank, wherever they are located in the world, for the purposes set out above, provided that the Personal Data may only be transferred to a jurisdiction which is reasonably considered to have data protection laws and regulations equivalent to those existing in Guernsey or to any other jurisdiction if required by law or if in the Bank's sole discretion it believes there is adequate protection for the Personal Data in that jurisdiction.

#### **5 JOINT ACCOUNTS (Not applicable to business customers)**

- 5.1 If there is more than one party to an Account, withdrawals may be made in accordance with the authority which you give us from time to time.
- 5.2 You acknowledge that any one of you acting alone can withdraw the entire balance on the Account. Statements will be sent to you at the mailing address you gave us. If there is more than one Account Holder, you can ask for further copies to be sent to the other Account Holder(s) at another address(es) you give us.
- 5.3 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 is liable together and each of you is liable individually for all of these sums.
- 5.4 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).
- 5.5 If an overdrawn balance arises on the Account, for example in the circumstances mentioned in conditions 8.5 or 8.6 or on the death of an Account Holder, the surviving Account Holder(s) and the estate of the deceased Account Holder will be jointly and severally responsible for the debt.
- 5.6 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.

#### **6 BUSINESS AND TRUST ACCOUNTS INSTRUCTIONS AND RESPONSIBILITIES (Not applicable to personal customers)**

- 6.1 Instructions in relation to the Account may only be given to us by an Authorised Person.
- 6.2 Withdrawals may only be made in accordance with the authority that you give us from time to time for operating the Account.
- 6.3 You acknowledge that if the Account Holder is a trust, unless the authority given by you to us states otherwise, any one trustee acting alone can withdraw up to and including the entire balance on the Account. Statements will be sent to you at the mailing address you gave us. If there is more than one Account Holder, you can ask for further copies to be sent to the other Account Holder(s) at another address(es) you give us.
- 6.4 If the Account Holder is a trust, each trustee is jointly and severally liable for any sums owing to the Bank on the Account. This means that each of these persons is liable together and each is also liable individually to the Bank for all these sums.
- 6.5 Information regarding what happens to the Account in circumstances like death, bankruptcy, dissolution or winding up of the affairs of the Account Holder 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.

#### **7 CREDITS TO THE ACCOUNT**

- 7.1 We will accept for credit to your Account:
  - 7.1.1 Sterling items (not cash);
  - 7.1.2 Cheques or drafts in Approved Currencies; and
  - 7.1.3 International money transfers in an Approved Currency or in Sterling.We may refuse to accept any items which are not payable to you.

#### **Sterling items**

- 7.2 In relation to cheques paid into your Account you should note the following provisions:
  - a) Cheques drawn on a bank within the UK will be shown as being credited to your Account on the same Business Day of receipt of the cheque.
  - b) Such cheques normally take three days to clear through the central clearing cycle, however because we are not a clearing bank the amount shown on them will not be available to you until the fifth Business Day after the Business Day on which the cheque is paid in.

|     |     |     |     |     |     |     |     |     |     |     |     |
|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| Mon | Tue | Wed | Thu | Fri | Sat | Sun | Mon | Tue | Wed | Thu | Fri |
| CH  |     |     | Int |     |     |     | £   |     |     |     |     |
|     | CH  |     |     | Int |     |     |     | £   |     |     |     |
|     |     | CH  |     |     |     |     | Int |     | £   |     |     |
|     |     |     | CH  |     |     |     |     | Int |     | £   |     |
|     |     |     |     | CH  |     |     |     |     | Int |     | £   |

CH - Cheque Deposited Int - Interest Payable £ - Available for withdrawal

- c) Interest will start to be paid three Business Days after the Business Day on which the cheque is paid in.
  - d) Where a cheque is not met for payment the amount of it will be debited to your Account and we will advise you accordingly. You should note that this may occur more than three Business Days after the cheque is paid in.
- 7.3 Direct Debit deposits from a Nominated Account held in the same name may be accepted for credit to your Account.
- 7.4 Cheques in Sterling drawn on a non-UK bank will be treated in the same way as cheques in other Approved Currencies and will be presented for collection, which means that the proceeds of the cheque will not be available to draw upon until we have received the proceeds from the drawee bank and have converted them into your Chosen Approved Currency at the Relevant Rate of Exchange applicable at the time of receipt by us of the proceeds of the cheque and credited them to your Account. For interest purposes, value will be given on the date upon which your Account is credited.

**Cheques or drafts in Approved Currencies**

- 7.5 When you pay into your Account a cheque or draft (collectively, a "cheque") in any Approved Currency, the cheque will be presented for collection, which means that the proceeds of the cheque will not be available to draw upon until the cheque has been Cleared for Fate and, if applicable, the proceeds have been converted into your Chosen Approved Currency at the Relevant Rate of Exchange applicable at the time of the receipt of the proceeds by our International Department, and credited to your Account. For interest purposes, value will also be given on that date.

**International Money Transfers**

- 7.6 International money transfers in an Approved Currency or in Sterling will, if applicable, be converted into the Chosen Approved Currency at the Relevant Rate of Exchange applicable on the date of receipt of these funds by our International Department and, provided they are received in good time, be credited to your Account with the Value Date requested by the sender of the funds. The Value Date may not be the same date as the date of receipt of the funds by our International Department.
- 7.7 Funds paid in by international money transfer will be available to draw on the Value Date. For interest purposes, value will be given to you also on that day.

**Processing of credits to the Account**

- 7.8 Where any lodgement or other payment into your Account takes place after 12 noon Guernsey time on any Business Day or at any time on a day which is not a Business Day, it may not be processed until the following Business Day. In these circumstances, that following Business Day shall be treated as the date of receipt/lodgement and the time periods in Condition 7 shall be extended accordingly.
- 7.9 Some banks may not be open for the transaction of normal banking business on Business Days, for example where a bank observes a non-UK bank holiday. In these circumstances the time periods in this Condition 7 shall be extended accordingly.
- 7.10 Where credits forwarded electronically to us cannot be applied to your Account within seven days, the credits will be returned to the originating bank, net of any appropriate charges. Currency exposure risk will remain with the Account Holder and we accept no liability in this respect.
- 7.11 Cash and Travellers Cheques are not allowed to be paid directly into the Account.

**8 PAYMENTS FROM THE ACCOUNT**

- 8.1 Payments will be made from your Account provided they are authorised by you in a way agreed between us and there are sufficient available funds which have been Cleared for Fate in your Account.
- 8.2 Requests to withdraw funds must be received by 11.00am on the day the transaction is taking place.
- 8.3 You may cancel a standing order before payment is made by us by contacting your branch and we may ask you to send written confirmation.
- 8.4 You can cancel a Direct Debit or standing order mandate by contacting your branch. You must also contact the originator of the Direct Debit as well. You cannot normally cancel a single Direct Debit payment unless you dispute the amount or date of a payment advised to you in an Advance Notice issued under the terms of a variable Direct Debit authority. In any other circumstances the whole Direct Debit authority must be cancelled.
- 8.5 We may decide not to pay a Payment Item if it would cause your Account to become overdrawn. If we have to pay a Card transaction or we choose to pay any Payment Item it does not mean we have agreed to give you an overdraft facility.
- 8.6 If you authorise or make payments without sufficient money available in your Account, allowing for cheques which have not Cleared for Fate, we may return or refuse to make the payments.
- 8.7 You cannot cancel a payment made with a Card.
- 8.8 Payments from your Account can be made by transfer to any one of your other suitable accounts within the Bank. Electronic payments can be made from your Account (subject to the minimum balance requirement) to the Nominated Account on receipt of your instruction via Internet Banking, post or telephone. Each payment must be equal to or greater than the minimum payment amount for this product type set by us from time to time for economic reasons. We may levy an administration charge for electronic payments you make. Details of this charge will be advised to you before the transaction and will be deducted from the Account.
- 8.9 Payments may be made from your Account by requesting an international money transfer in an Approved Currency. If you choose this option the payment will be converted into the Approved Currency at the Relevant Rate of Exchange applicable at the time or receipt of the request by our International Department. The net funds realised by us will then be forwarded less our charge for the service as previously advised to you.
- 8.10 Some banks may not be open for the transaction of normal banking business on Business Days, for example where a bank observes a non-UK bank holiday. You should bear this in mind when making payments from your Account.
- 8.11 No cash withdrawals are permitted.

## 9 NOMINATED ACCOUNT

We may require you to provide to us reasonable evidence to verify that the Nominated Account chosen is an active account and that it is held in your name(s). It is your responsibility to ensure that the account remains open. Should you change your Nominated Account you must advise us immediately and provide us with the relevant verification documentation.

## 10 INTEREST

- 10.1 Interest rates applicable to the Account are published in the Tariff. Copies of the up to date Tariff are available from your branch, on our website (mentioned in Condition 13.1.3) and on request to us by telephone.
- 10.2 The rate of interest payable on the Account may be varied by the Bank in accordance with Condition 13 below.
- 10.3 Tiered interest rates may apply to the Account. The appropriate rate of interest shall apply automatically to the whole balance, which will be established by reference to the balance on your Account at the relevant time.
- 10.4 Interest on credit balances which are Cleared for Value will be calculated on a daily basis at the prevailing rate applicable to your Account (as described in the Tariff) and credited to your account, as selected by you on the application form, as follows:
  - (a) annual interest will be credited annually on 1st April. If such a date is not a Business Day, then it will be credited on the first Business Day thereafter; or
  - (b) monthly interest will be credited on the first day of the month. If such a date is not a Business Day, then it will be credited on the first Business Day thereafter.
- 10.5 If and during any period when the balance of your Account falls below the minimum balance allowed we may at our discretion pay a rate of interest below the prevailing rate for the Account or no interest instead of exercising our rights to close the Account.
- 10.6 If you are an EU resident individual, interest will be subject to retention tax unless you advise us that you wish us to exchange information regarding the interest with your relevant tax authority, in which case the interest will be paid gross.
- 10.7 If you are not an EU resident individual, interest will be paid gross.
- 10.8 If we become liable to account to any tax authority for amounts of tax in respect of interest payable on the Account, we will deduct equal amounts from the interest payable on the Account and apply those amounts to settle the tax liability. We will not be required to reimburse you for any such amounts that we deduct from interest payable on the Account.
- 10.9 In all cases, you will be responsible for disclosure to the relevant tax authorities of the amount of interest credited to the Account and the settlement of any tax liability thereon.
- 10.10 In the case of joint Accounts, each Account Holder will be treated as being entitled to an equal share of the total interest payable on the Account and clauses 10.6 to 10.9 above will apply to that Account Holder's share of the total interest payable on the Account. For example, if you are an EU resident individual and are party to a joint Account, your share of the total interest payable on the Account will be subject to retention tax unless you advise us that you wish us to exchange information with your relevant tax authority regarding your share of the interest, in which case your share of the interest will be paid gross.

## 11 BANK CHARGES

- 11.1 Charges applicable to the Account are published in the Account Tariff. Copies of the up to date Account Tariff are available from your branch, on our website. (mentioned in Condition 13.1.3) and on request to us by telephone.
- 11.2 Charges for additional services will be advised at the time you request the service or when you ask. For your information, some of the more common charges for additional services are published in the Account Tariff. We may make changes to or introduce charges for additional services without notifying you but we will inform you of the up to date charge when you request the service.
- 11.3 If you ask us to carry out a transaction on your Account which involves another bank you may incur charges and/or fees imposed by that bank.
- 11.4 If you ask us to carry out a transaction on your Account which involves a foreign currency conversion details of our exchange rate and commission will be available on request. Exchange rates can fluctuate and the exchange rate actually applied may be different from the exchange rate at the time you asked us.

## 12 OUR RIGHT OF SET OFF

If you have more than one account with us, we may combine or consolidate such accounts and we may at anytime (including before the maturity of any term deposit) and without prior notice to yourself apply any credit balance to which you are entitled in satisfaction of any other sum due and payable by yourself whether solely or jointly to the Bank or any other branch thereof.

## 13 VARIATIONS

- 13.1 We may at any time, for any valid reason set out in Condition 13.2 below:
  - 13.1.1 change our current charges or introduce new charges for the day-to-day running of your Account. If we increase or introduce new charges for the day-to-day running of your Account we will notify you by writing to or emailing you at least 30 days before the increased charge or new charge takes effect;
  - 13.1.2 change or introduce other charges for other commonly used services that may apply to your Account;
  - 13.1.3 change interest rates. We will notify you of changes to interest rates by writing to or emailing you within 30 days of the change. Notifications will advise you of the effective date of the change. Information about current interest rates may be obtained from your branch, on our website and on request to us by telephone (details of which can be found in the Tariff);
  - 13.1.4 change the position as to whether, and at what rate, tax is deducted from interest applicable to your Account;
  - 13.1.5 change the manner in which we carry out currency conversions;
  - 13.1.6 change the range of Approved Currencies;
  - 13.1.7 make any change to the Conditions of the Account;

- (a) if a change is to your disadvantage, we will notify you by writing to or emailing you 30 days before it comes into effect and you may change to another suitable account or close your Account;
- (b) we may make any other change immediately and notify you about it within 30 days by writing to or emailing you;
- 13.1.8 change our banking hours. We will give you at least 30 days notice by writing to or emailing you; and
- 13.1.9 close or move your branch, which may include moving your branch to another jurisdiction. We will notify you by writing to or emailing 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.
- 13.2 The changes referred to in Condition 13.1 will be proportionate and will be made for one or more of the following reasons:
  - 13.2.1 by agreement with you;
  - 13.2.2 to reflect a change in your financial circumstances;
  - 13.2.3 to reflect the introduction or development of new systems, methods of operation, services or facilities;
  - 13.2.4 to reflect a change or an expected change in market interest rates (such as a change in base rates), market conditions, general banking practice or the cost of providing our services to our customers;
  - 13.2.5 to conform with or anticipate any changes in the law or taxation, or codes of practice or recommendations of the Guernsey Financial Services Commission or other regulatory body;
  - 13.2.6 to take account of any change introduced by any central bank or other government or monetary authority connected with an Approved Currency including in particular any introduction of exchange control or similar requirements;
  - 13.2.7 to ensure that our business is run prudently and remains competitive;
  - 13.2.8 to take account of any UK, UN, EU or international sanctions, or a ruling by a court, ombudsman, regulator or similar body;
  - 13.2.9 to make the Conditions fairer or clearer for you;
  - 13.2.10 to enable us to harmonise our banking, interest or charging arrangements; or
  - 13.2.11 to rectify any mistake that might be discovered in due course.
- 13.3 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

#### **14 GENERAL**

- 14.1 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.
- 14.2 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 reasonable control or that of our agents or sub-contractors.
- 14.3 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.
- 14.4 If we are asked to provide a status enquiry 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.
- 14.5 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 tax beyond that which we may have deducted dependent on your individual circumstances.
- 14.6 The Agreement is governed by the Laws of the Island of Guernsey. Each of the Bank and the Account Holder hereby submits to the non-exclusive jurisdiction of the Courts of the Island of Guernsey in respect of any proceedings arising in connection with the relationship between the Bank and the Account Holder, the documentation relating to the Account and/or these Terms and Conditions. In the event of the Account being moved by us to another jurisdiction under Condition 12.1.9, references above to Guernsey shall instead be references to the law and courts of that other jurisdiction unless we notify you otherwise.
- 14.7 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. All instructions sent to us by you must be in English or accompanied by a fully certified English translation.

#### **15 FINANCIAL SANCTIONS AND MONEY LAUNDERING**

- 15.1 By agreeing to these Conditions you are confirming that:
  - 15.1.1 you are aware of the existence of certain UK, UN, EU and international sanctions which prohibit the free movement of funds, goods and services to and from certain designated countries, regimes, entities and individuals. Further information on these sanctions is available in the Financial Sanctions page on the Bank of England's website: [www.bankofengland.co.uk](http://www.bankofengland.co.uk)
  - 15.1.2 you are aware that, in addition, certain laws, acts, money laundering rules and policies of foreign governments and their agencies, whether or not having the force of law, may affect transactions on your Account;
  - 15.1.3 you will not, without the consent of the Bank of England or, where appropriate, a relevant overseas regulator, make payments from, or receive payments to, the Account from countries and/or parties who are the subject of International sanctions; and
  - 15.1.4 you will provide us with such further information as we, the Bank of England or any overseas body may require in connection with any such proposed payment, if applicable.
- 15.2 We reserve the right to refuse to handle payments if we reasonably believe that by handling the payment we might breach a UK, UN, EU or international sanction or money laundering rule.

#### **16 COMPLAINTS PROCEDURES**

If you are not happy with any aspect of our service, please request a copy of our internal complaint handling procedures from your branch. Our aim is to resolve complaints to the satisfaction of our customers. There is currently no Financial Services Ombudsman Scheme operational in Guernsey.

## **17 FINANCIAL SERVICES COMPENSATION SCHEME**

Deposits with Clydesdale Bank International, are not covered by the Financial Services Compensation Scheme established in the UK under the Financial Services and Markets Act 2000. There is no Depositors Protection Scheme operational on Guernsey

## **18 TELEPHONE CALLS AND SECURITY**

We draw to your 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.

Clydesdale Bank International is a trading name of Clydesdale Bank PLC.

The Guernsey branch of Clydesdale Bank PLC is licensed as a deposit taker by the Guernsey Financial Services Commission, under the Banking Supervision (Bailiwick of Guernsey) Law, 1994 as amended and is regulated by the Guernsey Financial Services Commission in the conduct of the business of banking. There is currently no Financial Services Ombudsman Scheme operational in Guernsey. Deposits with Clydesdale Bank International are not covered by the Financial Services Compensation Scheme established in the UK under the Financial Services and Markets Act 2000.

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

**[www.clydesdalebankinternational.com](http://www.clydesdalebankinternational.com)**

Clydesdale Bank PLC

Registered in Scotland (No. SC001111).

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