

Cybersave Account

Terms & Conditions

Cybersave Account Terms and Conditions

- The **Key Features** of the Clydesdale Bank PLC Cybersave Account are set out in Part 1 below and form part of the Terms and Conditions of the Account. The **Detailed Conditions** which also apply to the Account are set out in Part 2. This includes some information which we must provide to all customers. **We recommend that you speak to your parent, guardian or grandparent if you need help.**
- PART 1**
1 The Cybersave Account - Key Features
- 1.1 The Account is a savings account for young people who have not yet reached 17 years of age.
 - 1.2 The minimum amount of money required to open and maintain the Account is £1.
 - 1.3 Borrowing is not allowed on the Account. This means you are not allowed to become overdrawn or get into debt.
 - 1.4 Cheque books, standing orders or Direct Debits are not allowed on the Account.
 - 1.5 If you are under the age of 7, the Account can only be opened in name of a responsible Adult in trust for you.
 - 1.6 If you are 7 years of age or over, the Account can either be opened in the name of a responsible Adult in trust for you, or in your own name. If the Account is to be opened in your own name your parent, guardian or grandparent needs to agree to this in writing.
 - 1.7 If you are 13 years of age or over, the Account can be opened in your own name but your parent, guardian or grandparent's assistance may be needed to provide valid identification.
 - 1.8 If an Account is opened in the name of a responsible Adult in trust for you, it can be transferred later into your own name to be operated by you. For this to happen you must be 7 years of age or older and the written agreement of the responsible Adult will be needed.

www.CBonline.co.uk

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

Clydesdale Bank PLC is authorised and 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.

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maximum payment of £31,700. Further details of the scheme are available from us on request or from the Financial Services Compensation Scheme: www.fscs.org.uk or Financial Services Compensation Scheme, 7th Floor, Lloyd's Chambers, Portoken Street, London, E1 8BN.

15 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. We may also use CCTV in or around our premises for the prevention and detection of crime.

Banking Code" are available on request at any Bank branch and on our website address, which can be found in the Tariff.

13 COMPLAINTS PROCEDURES

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

14 FINANCIAL SERVICES COMPENSATION SCHEME

Clydesdale Bank PLC is a member of the Financial Services Compensation Scheme established under the Financial Services and Markets Act 2000. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. In respect of deposits with a UK office, payments under the scheme are limited to 100% of the first £2,000 of a depositor's total credit balances with the Bank and 90% of the next £33,000, resulting in a

information we hold about you.

11 CANCELLATION RIGHT

You can cancel the Agreement by contacting Your Branch within 14 days of conclusion of the Agreement, which is the date upon which your Account is opened. Your right to cancel will lapse on the expiry of this period in which event you will be bound by the Agreement. If you exercise this cancellation right, we will give you all of your money back with any interest due to you within 30 days of the date you cancel, less any charge which we are entitled to make for any service which we have provided. Where you have incurred any charges in relation to the Account before you cancel the Agreement, you will have to pay us within 30 days of the date you cancel all such outstanding amounts incurred. Charges are set out in the Tariff.

12 GOOD BANKING

We are fully committed to the aims of The Banking Code whose governing principles are to treat customers fairly and reasonably, to help customers understand how their accounts operate and give them a better understanding of banking services and to maintain confidence in the security and integrity of banks. Copies of the Code entitled "The

about you to persons acting on your behalf or to persons to whom we may transfer any of our rights or obligations. In order to comply with our regulators or industry codes we may provide authorised persons access to records (which may include information about you) for reporting, auditing and compliance purposes. Improvements we make to services, amendments to laws or regulation or developments in technology may require change to the purposes for which we process your information. If such change requires your consent we will notify you and, unless you inform us otherwise, we will take your continued receipt of products and services to which the change relates as your agreement to the change. We operate globally to provide our products and services. This may involve transfers of information to processors in countries outside Europe that may not have data protection law to the same standard as the UK, such as Australia, New Zealand and the USA. If we do so we will require that your information is processed as we have described and only in accordance with our instructions and duty of confidentiality. On your request in writing and a fee you are entitled to a copy of personal

A complete list is available on request. We may record, use, update, analyse and assess your information to provide products and services to you and to maintain and develop our relationships with you in one or more databases used by members of the Group. Personal and financial information we use about you may come from various sources, e.g. you, your dealings with us including transactions and operation of your accounts/services, other organisations including credit reference and fraud prevention agencies and, persons who know you including joint account holders and persons with whom you are financially linked. We use information for market and product analysis, to develop, improve and market our products and services generally, to understand your purchasing preferences, to operate and administer the products and services we provide to you, for fraud prevention, for debt recovery and for marketing purposes. We will only disclose your information outside the Group when the law requires, where we have a public duty to do so, with your consent, it is required by the service providers, agents and subcontractors we use to provide services and process information on our behalf. We may provide information

from the failure or faulty working of any machine, data processing system or transmission link, any industrial dispute or anything beyond our control or that of our agents or sub-contractors.

If we are asked to provide a bankers' reference about your ability to undertake transactions and commitments we will give a reply in general terms to the enquirer provided we receive your express written consent. There may be other external taxes or costs which exist that are not paid through us or imposed by us.

The Agreement is governed by the law of the country in which Your Branch is situated. These Conditions are written and available only in English and we undertake to communicate to you in English when communicating with you regarding the Account.

10 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 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.

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

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

to make the Conditions fairer or clearer for you;

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

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

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.

9 GENERAL

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

We are not responsible if we cannot carry out our duties under the Agreement arising directly or indirectly

close or move Your Branch. We will notify you by writing to you 8 weeks before Your Branch is closed or moved. If there is no bank or building society branch within a 1 mile radius (4 miles in rural areas), we will notify you by writing to you 12 weeks before Your Branch is closed or moved. If we close or move Your Branch we will always also tell you how we will continue to provide services to you.

The changes referred to in Condition 8.1 will be proportionate and will be made for one or more of the following reasons:

8.2.1 by agreement with you;

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

8.2.3 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;

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

- 1.9 A Card to allow withdrawals from Cash Machines, or from Your Branch, is available on request to customers aged 13 and over who operate the Account on their own.
- 1.10 Withdrawals of an amount up to the balance in the Account can be made at Your Branch.
- 1.11 Interest will be credited to your Account on the last Business Day of March, June, September and December.
- 1.12 Interest rates for the Account are published in a Tariff which you can get in branches and via our website or using the helpline shown on the Tariff.
- 1.13 Shortly before you reach 17 years of age we will contact you, or the responsible Adult if the Account is still held in trust, to discuss alternative products which may be available at the time.
- 1.14 The Detailed Conditions which apply to the Account are set out below and include some information which we must provide to all customers.

PART 2 – DETAILED CONDITIONS

2 DEFINITIONS

In these Conditions:-
“Account” means a Cybersave Account maintained by the Account Holder with us;
“Account Holder”, “you”, “your”, “yours” means the person in whose name the Account is opened;

“Adult” means parent, guardian or grandparent who opens the Account in trust for a child;
“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 – see Condition 8;
“Bank”, “we”, “us”, “our” means Clydesdale Bank PLC;
“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 for the transaction of normal banking business;
“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 (if applicable);
“Card Agreement” means any agreement between you and us relating to use of a Card;
“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;
“Tariff” means the Clydesdale Bank Savings Account tariff for personal customers in force from time to time. Copies of the up to date Tariff are available in all our branches; and
“Your Branch” means the branch at which your Account is held.

3 OPERATION OF THE ACCOUNT

- 3.1 The minimum deposit required to open and maintain the Account is £1.
- 3.2 An Account is available only for the benefit of personal customers up to and including 16 years of age who meet the reasonable requirements set down by us from time to time.
- 3.3 Joint Accounts are not permitted.
- 3.4 Where a child is under 7 years of age, an Adult must open the Account in trust for the child. Where a child is 7 years of age or over, the Account can either be opened in name of an Adult in trust for the child or in the child's own name with the approval of and at the request of that Adult. If a child is 13 years of age or over the Account may be opened in the name of

the child and operated by the child. The Account may also be opened by an Adult in trust for a child who is 13 years of age or over. Where an Account is originally opened by an Adult in trust for a child, with the approval of and at the request of that Adult, we will transfer the Account into the name of the child, and allow that child sole operation of the Account, provided the child is 7 years of age or over.

3.5 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.

3.6 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.

3.7 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.

3.8 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:

- 3.8.1 on receipt by us of all Cards (if applicable); and
- 3.8.2 when all outstanding transactions are completed.

3.9 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. 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.

3.10 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.

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

3.12 Statements of your Account will be provided from time to time 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.

3.13 We will send you statements (where

applicable) at least quarterly if there have been any Card transactions on your Account.

3.14 You are not permitted to overdraw the Account.

3.15 We will make contact before the child's 17th birthday as a reminder that eligibility for the account will stop then and to discuss other alternative products available.

3.16 A Card is available to customers aged 13 and over (where the Account is not a trust account) and is subject to the conditions of the Card Agreement.

4 CREDITS TO THE ACCOUNT

4.1 We will accept for credit to your Account cash or cheques drawn on a UK bank and other appropriate items payable to you or to the beneficiary of the Account if the Account is an in trust account. We may refuse to accept any items which are not payable to you. If you ask us to accept cheques or other items drawn on a non-UK bank, we may agree this, but we will explain to you at the time the process which will apply and the charges you will be required to pay.

4.2 Cash paid into your Account at any branch of Clydesdale Bank will be credited to your Account on the Business Day of receipt by the Bank. Cash paid into your Account at any other bank will

be credited to your Account on the Business Day of receipt by Your Branch and may take time to reach Your Branch, as described in Condition 4.4 below.

4.3 In relation to cheques paid into your Account you should note the following provision:

- a) Cheques drawn on a bank within the UK (including Clydesdale Bank) will be shown as being credited to your Account on the Business Day of receipt of the cheque.
- b) Such cheques normally take three days to clear through the central clearing cycle and the amount shown on them will not therefore be available to you until the fourth Business Day after the Business Day on which the cheque is paid in.

Mon	Tue	Wed	Thur	Fri	Sat	Sun	Mon	Tue	Wed	Thur
CH		Int		£						
	CH		Int				£			
		CH				Int		£		
			CH				Int		£	

CH=Cheque deposited Int=Interest payable £=Available for withdrawal

c) Interest will start to be paid two Business Days after the Business Day on which the cheque is paid in. Where however the

cheque is drawn on and paid into the same branch, we may pay interest from the day on which the cheque is paid in. 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.

4.4 When you use another bank to make a pay-in to your Account by means of a Bank Giro Credit slip, it will normally take two or three Business Days for the pay-in to reach Your Branch. During this time any cheques included in the pay-in will be being cleared as mentioned in Condition 4.3 above.

4.5 Where any lodgement or other payment into your Account takes place after 4pm 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 4.2 to Condition 4.4 shall be extended accordingly.

5 PAYMENTS FROM YOUR ACCOUNT

5.1 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

cheque is drawn on and paid into the same branch, we may pay interest from the day on which the cheque is paid in. 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.

4.4 When you use another bank to make a pay-in to your Account by means of a Bank Giro Credit slip, it will normally take two or three Business Days for the pay-in to reach Your Branch. During this time any cheques included in the pay-in will be being cleared as mentioned in Condition 4.3 above.

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5 PAYMENTS FROM YOUR ACCOUNT

5.1 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.

5.2 Withdrawals of an amount up to the balance in your Account can be made at Your Branch. If you have a Card on your Account we may levy an administration charge for over the counter withdrawals without using your Card. Details of this charge will be advised to you before the transaction and the charge is also detailed in our Tariff.

5.3 Standing orders or Direct Debits are not permitted.

6 INTEREST

6.1 Interest rates applicable to the Account are published in the Tariff. Copies of the up to date Tariff are available in branches and up to date interest rates are available via the helpline and website mentioned in Condition 8.1.3.

6.2 The rate of interest payable on the Account may be varied by the Bank in accordance with Condition 8 below.

6.3 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 on the last Business Day in March, June, September and December each year.

6.4 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.

6.5 Interest will be credited to the Account and paid net of lower rate tax unless you have registered for payment of gross interest as a non taxpayer or are resident abroad and have signed a non-resident's declaration. In either case, the forms for this are available from us. Persons over the age of 16 will have to re-register, if still eligible.

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

7 BANK CHARGES

7.1 Charges applicable to the Account are published in the Tariff. Copies of the up to date Tariff are available in branches and up to date charges are available via the helpline and website mentioned in Condition 8.1.3.

7.2 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 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.

8 VARIATIONS

8.1 We may at any time, for any valid reason set out in Condition 8.2 below:

8.1.1 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 you at least 30 days before the increased charge or new charge takes effect;

8.1.2 change or introduce other charges for other commonly used services that may apply to your Account; change interest rates. We will notify you of changes to interest rates which are linked to, or result from, a variation in the Bank of England repo rate (sometimes known as the Bank of England base rate) by placing notices in our branches and placing

8.1.3 advertisements in the press within 3 Business Days of the change taking place or by writing to you within 30 days of the change. In other cases not related to changes in the Bank of England base rate we will advise you by writing to you within 30 days of the change. Notifications will advise you of the effective date of the change.

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

Information about current interest rates and the details of the papers where notifications of any changes are published may be obtained from any of our branches, from our helpline and on our website (both of which can be found in the Tariff);

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

8.1.5 make any change to the terms and conditions of the Account: (a) if a change is to your disadvantage, we will notify you by writing to you 30 days before it comes into effect and you may change to another suitable account or close your Account;

(b) we may make any other change immediately and notify you about it within 30 days by writing to you or by notices in our branches;

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