



Personal and Private Banking Accounts

Terms and Conditions

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Part One – Universal Conditions

1. Introduction

- 1.1 These conditions cover the accounts listed on Page 2 which we offer to Personal and Private customers for their own use.
- 1.2 The interest rates and fees which apply to our accounts are set out in your Tariff. Some additional conditions also apply to your account and these are set out in Part Two. We may also give you additional benefits with an account which have their own conditions. If you use our Telephone, Internet or Mobile Banking services other conditions will apply which we will tell you about when you first sign up to use those services.
- 1.3 In these conditions we refer to Business Days. This means week days but not Bank Holidays. Sometimes it is too late for us to process a payment or other instruction – we call this a Cut-Off Time. You can ask us what these times are.
- 1.4 If you want a copy of these conditions, your Tariff or any other conditions which might apply to you please contact us.

2. Eligibility for an Account

You may need to meet some eligibility criteria before you can open an account. We will tell you what these are before you open the account. Sometimes if you no longer meet the eligibility criteria we have to close the account. If this happens we will offer you another account unless there is a very good reason why we cannot do this.

3. Giving us instructions (including payment instructions)

- 3.1 You can give us instructions in the following ways:
 - (a) in writing (this includes letters, cheques, direct debit instructions);
 - (b) in person in a branch;
 - (c) over the phone (although you cannot give us a payment instruction over the phone unless you have registered for Telephone Banking); and
 - (d) using the card we give to you (sometimes you will also need to use the PIN for the card).
- 3.2 We will only follow instructions if we think they have come from you. We will take steps to check this before we act on them. We will assume an instruction has come from you if we reasonably believe that the person who signed a written instruction or gave an instruction in person was you, or if your card was used. Usually when you call us we will need to identify you. We may do this by asking for certain information known only to you. You must not give your PIN to anyone who asks for it; even if that person says that they are acting on our behalf. A member of our staff will never ask you to tell them your PIN.
- 3.3 If you are asking us to do something please make sure that your instruction includes all of the information we will need. If this is a payment instruction, depending on the type of payment you are making, we will need to know some special information such as the account number and sort code. Unless any information or instruction you give us is obviously wrong, we will assume the information is correct.
- 3.4 If you authorise another person to operate your accounts for you (for example, under a power of attorney or where you have asked us to give that person a card for use on your account), we will deal with that person as if he or she were you for the purposes of this agreement including acting on any payment instruction they give to us.

4. Information we will send you

- 4.1 We will send or make available statements containing details about your account regularly unless the particular terms which apply to that account say otherwise. We will also write to you at other times to give you important information about your account. You must check the information we give you and tell us as soon as you can if something doesn't look right, for example, there is a payment out of your account which you do not think you made.
- 4.2 We will contact you using the details you give us. Where we send information to you, we will send it to the most recent address we have for you. To make sure you always receive information and statements that we send to you tell us promptly if any of your contact details change. Sometimes we have to contact you urgently and so it is important that you tell us if your contact telephone number changes.
- 4.3 If you have signed up to some of our other services we may communicate with you electronically using texts, secure email and other digital methods. The conditions for those services set out how and when we will contact you.

5. Joint Accounts

- 5.1 If you have a joint account, that is an account in the name of more than one person, certain special conditions apply. This is because with a joint account all those who are account holders are jointly and severally liable with each other for any amounts which are owed to us on the account. This means that each account holder is liable for all amounts owing and not just a share. If there is money owing we can ask any one of the account holders to repay the whole of the amount individually. Because the account is joint and several if any one of you dies the account will remain open and will continue as before in the name or names of the surviving account holders.
- 5.2 We will send statements to the address you have given us as the mailing address for the account. If you want us to send statements to other addresses please tell us.
- 5.3 It is important to understand how you can tell us to make payments and give us other instructions. We will accept instructions from any joint account holder, including instructions to withdraw the whole balance or close the account, unless you have expressly told us that we can only act where all of you have given us the instruction. Because of the way Telephone, Internet and Mobile Banking work we will always accept instructions given using these services from just one of you even if other instructions are given by all of you.
- 5.4 If we know about a dispute between the account holders we may ask you all to tell us to make payments and give us instructions. If this happens we will have to stop you using Telephone, Internet and Mobile Banking to tell us to make payments and give us instructions.

6. Paying money into your Account

- 6.1 You can pay money into your account in a number of ways. How you pay the money in will be important as it will determine how long it takes for the money to be available for you to use and how it affects the balance on which we calculate any debit or credit interest.
- 6.2 Any automated credits paid into your account will be credited to your account on the Business Day we receive the payment usually within two hours of us receiving the funds. The funds will be available for use straight away and will be counted in your balance when we calculate interest on that day.
- 6.3 If you want to pay in cash straight into your account it must be sterling. The cash will be credited to your account immediately, will be available for use straight away and will be counted in your balance when we calculate interest on that day. If you would like to pay in cash in another currency we will tell you the exchange rate we will use to convert the currency into sterling and any fee for the service. Cash paid into your account at any other bank will be credited to your account on the Business Day we receive it and may take time to reach us.
- 6.4 In relation to cheques paid into your account, you should note:
- (a) A cheque drawn on a bank within the UK in sterling will be shown as being credited to your account on the Business Day of receipt of the cheque by us.
 - (b) Such funds normally take three Business Days to clear for withdrawal and will not therefore be available for you to use until the fourth Business Day after the Business Day on which the cheque is paid in.
 - (c) When calculating interest these funds will be counted in your balance two Business Days after the Business Day on which the cheque is paid in. Where the cheque is drawn on and paid into the same branch, we will pay interest from the day on which the cheque is paid in. Where a cheque is returned unpaid the amount of it will be debited to your account, and we will tell you about this. This can take place up to six Business Days after the cheque is paid in. You can be certain from the end of the sixth Business Day that we will not debit these funds without your permission (unless you are a knowing party to fraud).

The table below illustrates how the clearing cycle operates.

| Day 0 | Day 2 | Day 4 | Day 6 |
|------------------|------------------|------------------------|---------------|
| Cheque deposited | Interest payable | Funds can be withdrawn | Funds certain |
| Mon | Wed | Fri | Tues |
| Tues | Thurs | Mon | Wed |
| Wed | Fri | Tues | Thurs |
| Thurs | Mon | Wed | Fri |
| Fri | Tues | Thurs | Mon |

- (d) Where we are able to accept cheques or other items drawn on a non-UK bank we will explain to you at the time the process which will apply, how long the funds may take to reach your account and the fees you will be required to pay. If you pay a non-sterling cheque into your account we will have to send the cheque to the bank on which it is drawn and so the payment may take time to reach your account.
- 6.5 When you use another bank to make a payment into your account by means of a Bank Giro Credit slip, it will normally take two Business Days for the payment to reach us. During this time any cheques that you have deposited in the same transaction will be processed in the timescales in the table above.
- 6.6 Where any payment into your account takes place after the Cut-Off 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, the following Business Day shall be treated as the date of receipt.
- 6.7 Some payments can be made from and received into accounts on non-Business Days. This may mean that the account receiving the funds shows them as being available for use and the account from which the funds have been paid will show them as no longer being available. However, the processing of these payments will not be completed until the next Business Day and this will be the day used for calculating any interest. Your statement will also show this as the day on which the payments were made or received.

7. Making Payments

- 7.1 Payments can be made in a number of different ways depending on the type of account you have. Where you are giving us an instruction to make a payment to another account you must tell us the account number and the sort code for that account (where the account is in the UK) and any other information we may ask you for so that we can make the payment. Although we may ask for the account name which we sometimes confirm as part of our security checks, this will not form part of the payment instruction as we do not usually check that the name matches the account name linked to the account number and sort code.

- 7.2 We will make the payment if there is enough money in your account. If you are paying money into your account on the day you want us to make a payment, you must allow sufficient time for money to clear into your account. When checking to make sure you have enough money you should take into consideration not just your balance but also any other payments that are due to be taken from your account around the same time.
- 7.3 Unless we tell you otherwise, for any payments you ask us to make on a future date, including Direct Debits or standing orders, you must make sure you have enough money in your account by 3pm on the day you want us to make the payment. If you use the Telephone Banking Service to ask us to make a bill payment or transfer funds to another account on a future date, you must make sure you have enough money in your account by 5am on the day you want us to make the payment.
- 7.4 Preventing fraud is important to us and so sometimes we will need to speak to you before we can make a payment, for example, for higher value payments. For card payments, this sometimes means we ask the retailer or person processing the payment to contact us so that we can get more information. If we are not able to speak to you for any reason, we may not make the payment you have requested.
- 7.5 You must ensure that the account number and sort code of the account you instruct us to pay funds to are correct. After you have instructed us to make a payment to an account we may receive notice through the Current Account Switch Service that the intended beneficiary of the payment has changed their account by moving to another bank or building society. You agree that where we receive this notice we may make any future payment to that intended beneficiary using the amended account details provided to us through the Current Account Switch Service rather than the details which you originally provided.
- 7.6 If you ask us to make a payment before the relevant Cut-Off Time on any Business Day, we will process it on that Business Day unless you have asked us to make it on a future date. We will debit the payment from your account when the payment is made. If the payment is made after the Cut-Off Time using the Faster Payment Service, it will leave your account immediately but your account will not show the payment as being processed until the next Business Day. For other payments made after the Cut-Off Time, your account will not show the payment as being processed until the next Business Day. Where you have set out a future date the payment will be processed on the date specified which must be a Business Day. Payment instructions received after the Cut-Off Time or on a non-Business Day will be processed on the next Business Day.
- 7.7 If you ask us to make a payment in sterling to a person with an account at a bank in the UK, we will use the Faster Payment Service (apart from certain regular payments such as Direct Debits or payments using Bank Giro Credit slips or card payments). Most payments sent using the Faster Payments Service will be sent on the same Business Day that you give us the instruction or where you have asked us to make a payment out on a future date, that Business Day. However, in certain circumstances the payment may not be made until the next Business Day, for example, if we want to check certain details about the payment instruction with you. We can only use the Faster Payment Service if the person you are sending the payment to has an account which can receive payments through the Faster Payment Service. When you give us the payment instruction we will tell you if we can make the payment using the Faster Payment Service. If we cannot we will tell you we are unable to make the payment and you can contact us to discuss alternative ways to make the payment.
- 7.8 If you use a Bank Giro Credit slip to make a payment in one of our branches, the payment will usually reach the payee's bank in two Business Days if we can process the payment before the Cut-Off Time.
- 7.9 Cheques issued by you, or copies of the cheques, will normally be held by us for six years following payment. If you need to refer to a particular cheque, we will provide a copy if you ask, subject to payment of any charge which may apply at the time. Cheques made payable from your account which are dated 6 months or more before they are received by us may be returned unpaid.
- 7.10 If you want to make an international payment, which will include a payment to a bank in another country or a payment in a currency other than sterling, (other than where your Card allows you to do this) please contact us and we will tell you whether you can make an international payment using your account and the terms which will apply to that payment.
- 7.11 When you use a card to make purchases it will normally take from 1 to 7 days for a card transaction to be debited to your account. In some cases, for example, where the purchase is not on a retailer's premises or is made outside the UK, it can take longer.
- 7.12 If you use a card to make a purchase or withdraw cash in another currency we will convert into sterling the amount of a card transaction (or refund) using a reference exchange rate determined by MasterCard (the MasterCard Exchange Rate) at the time the card transaction (or refund) is charged to your account. This may not be the date on which the card transaction (or refund) was carried out. You can find out this rate by calling us (you will find our telephone number on your statement or on the back of your Card) if the currency is one used in the European Economic Area. Debit card transactions will incur either a Foreign Purchase Fee or Foreign Cash Fee, as detailed in your Tariff, if you use a card where the card transaction is made with a supplier (or using an ATM) based overseas. Your account statement will show all of the fees incurred and the exchange rate used.
- 8. Stopping a Payment**
- 8.1 You may cancel a cheque before payment is made by us by contacting us and we may ask you to confirm your instruction in writing.

- 8.2 You can cancel a Direct Debit or standing order mandate at any time by contacting us. If you want to make sure that no further payments are made under that Direct Debit or standing order you should tell us before the end of the last Business Day before the day on which the next payment is due to be made. You must also contact the originator of the Direct Debit. Sometimes we can stop a Direct Debit on the day it is due to be made if you have already told the originator you want to do this. You cannot normally cancel a single payment which is due to be made under a continuing Direct Debit 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.
- 8.3 You cannot cancel an individual payment made with a card but if you have set up a series of card payments using your card number you can cancel any future payments in the same way as a Direct Debit or standing order mandate.
- 8.4 We may refuse to make a payment from your account where you have given us a payment instruction if:
- (a) you do not have sufficient money in your account which is available for use;
 - (b) you have not provided us with the correct details for making the payment;
 - (c) we reasonably believe that your account or any service we provide you is being used illegally or fraudulently by you or anyone else;
 - (d) we reasonably believe that someone else may have rights over the funds in your account for example, another joint account holder, where there is a dispute;
 - (e) you will be over the daily limit we have set for the type of payment instruction you have given to us (these are limits that we apply to protect your account and us); or
 - (f) the payment would result in you using an overdraft facility and we reasonably believe that there is a significantly increased risk that you will not be able to repay the overdraft.
- 8.5 Unless the law prevents it, we will tell you that we have refused to make the payment as soon as possible. You can contact us if you would like more information about why the payment was refused. Please note that there may be a fee if a payment instruction is refused where you do not have enough money in your account or if we decide to agree to your request for a temporary overdraft by making a payment when you do not have sufficient funds in your account.
- 8.6 At any time we may refuse to authorise a card payment if:
- (a) you have reported your card as lost or stolen;
 - (b) we reasonably consider it necessary to protect the security of your card or account;
 - (c) we are required by law or by a court or other authority;
 - (d) the card payment seems unusual compared with other card payments on your account; or
 - (e) we reasonably suspect fraud or illegality.

Sometimes a retailer or the person processing the card payment will tell you we have refused to authorise a card payment. You can contact us to find out why and if there is anything you can do to put right the circumstances that lead to our refusal.

9. Keeping your Account safe

- 9.1 You must keep to these conditions and any other conditions which apply to your account or the service we are providing. You must keep safe any cards, and any cheque books and anything else we give to you to help you give us instructions or access your account. Please sign your card as soon as you receive it and also destroy the PIN notification. If you think that the security of your account has been compromised you must tell us as soon as you can.
- 9.2 You should memorise your card PIN, and do all that you reasonably can do to keep cards safe. You can change your PIN to something more memorable at most ATMs but you must not choose a PIN that is easy for someone else to guess. Never give your PIN to someone else or let someone else use it, or do anything that would let someone else use it, for example writing it down and keeping it with your card. You should not write down your PIN in a way that might be recognised by someone else. If you have added an additional cardholder please make sure that they know how to keep their card and PIN safe.
- 9.3 If you think someone else may be able to use, or has used, your card or PIN you must tell us as soon as you can by using the details below. We can arrange to cancel your card to stop other payments being made. You must give us any information we ask for about what has happened. We will pass this to the police if we have to, or if we think that will be useful.
- 9.4 If you think someone else could have access to your account, call us straight away using the following details:
Clydesdale Bank Cardholders can call 0800 345 7 365 (+44 141 223 2358 from outside the UK);
Yorkshire Bank Cardholders can call 0800 456 1 247 (+44 141 223 2358). You can contact us at any time of the day.
- 9.5 If someone has taken money from your account because you have not kept your PIN safe or secret or because you have not kept other information about your account secure, you may be liable for payments made as a result. Further details of when this will be the case are set out in the section headed "Issues with Payments – What happens if something goes wrong".
- 9.6 You should take care when writing your cheques to prevent alteration or forgery by someone else. For example, you should start writing well over to the left hand side of the areas for words and figures and any blank spaces should have a line drawn through them so that there are no spaces in which additional words and figures can be inserted.

10. Interest

- 10.1 The interest rates which apply to your accounts are published in your Tariff. Copies of the up-to-date Tariffs are available in branches, from your Relationship Manager and up-to-date interest rates are available via our helpline and website.
- 10.2 Tiered interest rates may apply to your account. If this is the case the rate of interest for a tier will apply automatically according to the balance on the account at the relevant time.
- 10.3 We add the interest we owe you to your account. We call this credit interest. We work out credit interest at the end of the day, taking into account the payments in and out that day and add it to your account each month (unless your additional account conditions say otherwise). If credit interest is payable on your account it will be paid gross. Gross rate interest is the interest payable without taking account of any tax payable. From 6th April 2016 we will no longer deduct tax from the interest earned on your savings, following the introduction of a Personal Savings Allowance. If you earn interest over your Personal Savings Allowance you will be required to pay any tax due yourself directly to HM Revenue and Customs.
- If you would like to read more about your Personal Savings Allowance, please visit the Government's website www.gov.uk.
- 10.4 Interest payable by you on overdrafts, which we call debit interest, will be calculated on a daily basis on the cleared debit balance and charged monthly in arrears. We will notify you of the amount of debit interest due at least 14 days before it is charged to your account. Interest on Planned Borrowing will be calculated on the overdraft up to the agreed limit at the rate for Planned Borrowing set out in the facility letter or other agreement with us setting out the terms of the overdraft arrangement.

11. Offsetting

- 11.1 In this section to make it easier to understand we use the following terms:
- "YBHL"** means Yorkshire Bank Home Loans Limited;
- "Offset Accounts"** means all the applicable current accounts and applicable savings accounts including the Current Account Plus, Savings Account Plus, Savings Account Plus - Offset, Signature Current Account, Signature Savings Account, Private Current Account, Current Account Tracker, Private Savings Account and Current Account Control which we or (in the case of Yorkshire Bank customers) YBHL have agreed at your request, are for the time being to be included in Offsetting Arrangements with an Offset Mortgage and which meet the requirements for the time being of us and (in the case of Yorkshire Bank customers) YBHL for Offsetting Arrangements with that Offset Mortgage;
- "Offset Mortgage"** means an offset mortgage account opened and maintained by you with us or (in the case of Yorkshire Bank customers) YBHL and which you have agreed with us or (in the case of Yorkshire Bank customers) YBHL is for the time being to be the subject of Offsetting Arrangements with the applicable Offset Accounts;
- "Offset Portfolio"** means a number of applicable accounts which we have agreed at your request to group together for the purpose of Offsetting Arrangements and which may comprise:
- (a) up to six Offset Mortgages in all of which the borrowers are exactly the same people, without any addition or subtraction; and
 - (b) (i) up to six Offset Accounts where **all** of the accounts to be included in the offset portfolio were opened after 1st December 2014 (any mixture of applicable savings and current accounts);
 - (b) (ii) up to twelve Offset Accounts where **any** of the accounts to be included in the offset portfolio were opened prior to 1st December 2014 (of which up to six can be applicable current accounts and up to six can be applicable savings accounts); and
- "Offsetting Arrangements"** means arrangements whereby the debit balance on a mortgage account is offset by a Credit Balance on an Offset Account for the purpose of calculating interest payable on such mortgage account and receivable on such Offset Account.
- 11.2 Offsetting Arrangements are only available to personal customers, all of whom take out an Offset Mortgage with or without the addition of any other person(s) as borrower(s). While the Offset Mortgage continues no person may be an account holder who is not also a borrower under the Offset Mortgage. If at any time this condition is not met we may close or change the account by giving you two months' notice. Unless otherwise agreed by us in writing, you must close your account or change your account to another suitable account if the Offset Mortgage(s) within the Offset Portfolio containing your account are repaid by way of a refinancing of your mortgage account(s).
- 11.3 You, or any of you, may instruct us to withdraw Offsetting Arrangements in respect of the account at any time by giving us at least 7 days written notice.
- 11.4 We can withdraw the Offsetting Arrangements at any time and if we do so we will tell you personally at least 30 days in advance and you may then close the account during the period expiring 30 days after we withdraw the Offsetting Arrangements without having to give any notice or pay any extra fees; and/or you or a borrower may during such period repay all or part of the mortgage without paying any early repayment charge in respect of the loan(s) repaid.
- 11.5 In addition to any other statement you receive for the account you will receive a summary statement monthly giving an overview of the Offset Account(s) and Offset Mortgage Account(s) within the Offset Portfolio.
- 11.6 The following terms amend any terms relating to credit interest at any time Offsetting Arrangements are in place for an account. The interest to be paid by the borrower under the Offset Mortgage(s) and credited by us to the Offset Accounts within the same Offset Portfolio will be reduced for any day on which there is a credit balance in any of the Offset Accounts.

- 11.7 The interest for each Offset Portfolio will be calculated as follows:
- (a) we will calculate the credit balance based on the balance(s) on which interest would normally be available at close of business at the end of each day. (No offset is available on any Offset Account debit balance(s));
 - (b) we will work out the difference at the end of each day between the credit balance and the total borrowing;
 - (c) if the total borrowing exceeds the credit balance no interest will be paid for that day on the credit balance and interest on the Offset Mortgage will be charged for that day on the difference at the interest rate(s) charged on the Offset Mortgage(s);
 - (d) when you have more than one mortgage, and the mortgages are on different rates, we will arrange to offset the accounts in the way most beneficial to you. This will generally mean that we will apply the offset to the mortgage account bearing the highest rate of interest;
 - (e) if the credit balance equals or exceeds the total borrowing, interest will not be charged for that day on the total borrowing and, in the Offset Accounts, we will pay interest on the difference at the rate(s) of interest which apply to credit balances in the Offset Accounts;
 - (f) where there are several Offset Accounts and the credit balance exceeds the total borrowing, the excess will be apportioned to the various Offset Accounts for the purpose of allowing interest in the following order:
 - (i) firstly according to the interest rate allowed on the Offset Accounts, higher rate before lower rate;
 - (ii) secondly according to the date on which each Offset Account was opened, later before earlier; and
 - (iii) thirdly in account number order, higher before lower.

Value will be given for Offsetting Arrangement purposes on the day we normally calculate interest on the accounts.

- 11.8 Any notice given by either us or (in the case of Yorkshire Bank customers) YBHL in relation to an Offset Account, Offset Mortgage or Offset Arrangements shall, where appropriate, be treated as also given on behalf of the other.

12. Borrowing from us

- 12.1 In this section to make it easier to understand we use the following terms:

“Available Funds” means funds that have been paid into your account and are now available for use plus any Planned Borrowing amount we have agreed with you;

“Daily Unplanned Borrowing Fee” means the fee we charge when you use Unplanned Borrowing. We will not charge the Daily Unplanned Borrowing Fee where the amount of the Unplanned Borrowing is less than or equal to an amount which we refer to in your Tariff as the “Unplanned Borrowing Buffer Amount”;

“Fee Cap” means the highest amount you can be charged in any calendar month in Monthly Planned Usage Fee, Daily Unplanned Borrowing Fees and Returned Item Fees;

“Monthly Planned Usage Fee” means the fee payable when you use Planned Borrowing. We will not charge the Monthly Planned Usage Fee where the amount of the Planned Borrowing is less than or equal to an amount which we refer to in your Tariff as the “Planned Borrowing Buffer Amount”;

“Planned Borrowing” means borrowing that is within an overdraft limit agreed with us in advance;

“Returned Item Fee” means the fee payable when there is not enough money in your account or agreed Planned Borrowing to make a payment and we do not agree to your request to make a payment. We will not charge the Returned Item Fee where the value of the payment is less than or equal to an amount which we refer to in your Tariff as the “Returned Item Fee Buffer Amount”; and

“Unplanned Borrowing” means borrowing which is the result of our agreeing to a request from you for a temporary overdraft or temporary increase to a Planned Borrowing limit to cover a payment which you do not have sufficient Available Funds.

The amounts of the fees, Fee Cap and buffer amounts are shown in your Tariff.

- 12.2 If the conditions which apply to your account say that you may ask to borrow from us by overdraft, you may make your request for Planned Borrowing or Unplanned Borrowing. If you expect to go overdrawn (or to exceed your existing overdraft facility), it will usually be cheaper for you to try to agree an overdraft with us in advance than to request it from us by trying to make a payment for which you do not have sufficient Available Funds.
- 12.3 If you want to make a Planned Borrowing arrangement please speak to us in good time before your Account becomes overdrawn and if we agree to your request, we will give you information before you enter into the Planned Borrowing arrangement. If you are a party to a joint account, you agree that we may only give that information to one of you. We will then confirm the arrangement in a facility letter to all parties to an account, or other written agreement between you and us, detailing the terms of the Planned Borrowing arrangement including the overdraft limit, any Monthly Planned Usage Fee, any arrangement fee, any security required by us, the interest rate and any applicable review date.
- 12.4 The additional conditions in Part Two and your overdraft facility letter will tell you if we charge the Monthly Planned Usage Fee. The Monthly Planned Usage Fee will be charged for each calendar month where you are in a Planned Borrowing position at the end of any one Business Day in that calendar month by more than the Planned Borrowing Buffer Amount unless that position was created by us adding fees or interest. We will not charge you a Monthly Planned Usage Fee where you have already incurred a Daily Unplanned Borrowing Fee for the same day.
- 12.5 You may request Unplanned Borrowing simply by attempting to make a payment from your Account (for example, by cheque, standing order or Direct Debit) for which you do not have sufficient Available Funds. We do not have to agree to your request made in this way. If we do not agree to your request, we will charge you a Returned Item Fee (unless we agree not to in the conditions which apply to your account) for dealing with your request and for returning the payment item unpaid. If we do agree to your request, we will make the payment and make funds available on your account temporarily for that purpose.

- 12.6 Depending on the conditions applicable to your account we will charge you the Daily Unplanned Borrowing Fee for each Business Day where the borrowing on your account at the end of that day exceeds the Available Funds by more than the Unplanned Borrowing Buffer Amount (unless that position was created by us adding fees or interest to your account).
- 12.7 At the end of each calendar month, we will send you a summary of fees and interest which have become payable during that month with your account statement. The summary will tell you the date on which these will be debited and give you at least 14 days' notice before they are applied to your account. Other than any interest payable, these charges are limited to the amount of the Fee Cap which applies to your account. We will debit these from your account even where you do not have sufficient Available Funds at the time.
- 12.8 Unless we have specifically agreed otherwise with you, we may require you to repay your Planned Borrowing or Unplanned Borrowing at any time. Wherever possible, we will give you advance notice of repayment but we do not have to. We regularly review your Planned Borrowing limit and if we decide to change it, we will normally give you 30 days prior written notice.
- 12.9 If you ask us to close your account, including because you have entered into a Current Account Switch Agreement with another bank, you must repay any Planned Borrowing or Unplanned Borrowing before we can close your account. If you have a Planned Borrowing arrangement and you are not using all of the available limit at the time we receive your instruction to close your account, you agree that you will not request any further borrowing from us.
- 13. Issues with Payments – what happens if something goes wrong**
- 13.1 If we make a payment following your instructions to an account at another bank and the account holder at that bank then tells their bank that the payment has not been received, we will add the payment back to your account and put your account back into the position as if it had not happened.
- 13.2 We will not do this if:
- (a) your payment instruction was incorrect. In this case we will take reasonable steps to recover your money if the payment has gone missing, but we may charge you a fee to cover our costs in doing so; or
 - (b) we can show that the payment was actually received by the other bank (in which case they are liable).
- 13.3 If you tell us a payment from your account wasn't properly authorised (for example, someone else made it), you can ask us for a refund. You must do this as soon as you can after the payments appear on your account. We will immediately put your account back as if it hadn't happened – including paying back the money, refunding any fees and interest you have paid, and paying any credit interest in the normal way. You won't have any further claim against us. If we later find you aren't entitled to a refund, we will take back from your account the amount we refunded, and re-charge any fees or interest (or both) you owe us.
- 13.4 We will also not give a refund if we have evidence which indicates that you have acted fraudulently.
- 13.5 If you have either deliberately or with gross negligence:
- (a) failed to keep your card and PIN secure, or
 - (b) failed to tell us as soon as possible that you have lost your card (especially if you think someone else might have been able to find it),
- we will not refund any payments made before you tell us that it's been lost or compromised although sometimes we can ask you to pay in total £50 of the unauthorised payments made. We can't ask you to pay anything if your card was used to buy something over the internet or telephone.
- 13.6 You can make a payment by agreeing that someone else can take money out of your account without you knowing how much the payment is going to be. Examples might include renting a car or booking a hotel room. If the amount of the payment was for more than you were expecting, you can ask us for a refund if:
- (a) you made the payment in the European Economic Area;
 - (b) your authorisation didn't specify the exact amount;
 - (c) the amount of the payment is more than you could reasonably have expected to pay; and
 - (d) you ask for the refund within eight weeks of the date the money left your account.
- 13.7 We'll refund you as soon as possible, but no later than within 10 working days of receiving your request or of receiving any information we ask for – or we'll tell you why we're not refunding you.
- 13.8 If you allow payments to be made from your account using the UK Direct Debit Scheme, the Direct Debit Guarantee (which you'll be given on the Direct Debit form or Direct Debit confirmation) will apply instead of the terms above.
- 13.9 Sometimes you will receive a payment into your account by mistake. If so, we may return the payment without first contacting you where it is clear that the payment was received in error; for example, if a bank accidentally made a payment twice.
- 13.10 You should advise us in person or by telephone and we may ask you to send written confirmation as soon as possible if you realise your cheques have been lost or stolen or you think someone has issued one of your cheques without your authority. If you believe a cheque has been paid from your account without your authority, we will give you a copy of the cheque and we will deal with any query you have promptly and in accordance with these conditions. If we are unable to deal with your query within a reasonable time we will re-credit your account with the amount of the cheque (or the disputed amount if less) and return your account to the position it would have been in had the payment not been made until we have dealt with the matter. If we subsequently discover that you were not entitled to a refund we may debit the amount we had previously refunded (or the disputed amount and any applicable interest, if less) to your account.

14. Variation

- 14.1 In this section to make it easier to understand we use the following terms:

"Managed Rates" means a rate we set and can change;

"Personal Notice" means any notice sent to you by post or any form of message sent electronically, for example, by telephone, email, secure message or text;

"Reference Interest Rate" means the interest rate to which we link the interest payable on some accounts.

We will tell you this rate when you open the account.

"Regulatory Requirement" means any obligation:

- (a) we need to comply with under any law or regulation (including rules made by the Financial Conduct Authority, the Prudential Regulation Authority or other regulatory body), or as a result of a decision by a court, ombudsman or similar body; or

- (b) under any industry guidance or codes of practice which we follow;

"Tracker Rate" means a rate which moves in line with changes to a Reference Interest Rate, either indefinitely or for an agreed period.

Changes to fees and interest rates

- 14.2 We may change a fee or an interest rate or introduce a new fee or interest charge for any valid reason, whether or not set out in this condition. We may also make such a change for any other reason if we tell you about the change in advance as set out later in this condition and allow you to close your account without charge.

- 14.3 How and when we can change an interest rate depends on whether it is a Tracker Rate or Managed Rate.

Changes to Tracker Rates

- 14.4 Unless these conditions say otherwise, we may change a Tracker Rate without giving you advance notice when there is a change in the Reference Interest Rate. We will tell you in your Tariff when a change in the rate will become effective. We may change the margin (being the amount by which a Tracker Rate differs from a Reference Interest Rate) by giving you two months' notice.

Changes to Managed Rates

- 14.5 We may change a Managed Rate if at any time there is a change (or we reasonably expect that there will be a change):

- (a) in the costs we incur in providing the Account (including funding costs if relevant); or
- (b) in Regulatory Requirements.

- 14.6 Where we make a change to a Managed Rate to comply with a Regulatory Requirement, the change will be a fair proportion of the cost on our banking business of compliance, as reasonably estimated by us. Other changes will respond proportionately to changes in our costs.

Changes to fees

- 14.7 We may change our fees or introduce a new fee if at any time there is a change (or we reasonably expect that there will be a change):

- (a) in the costs we incur in providing the account (including funding costs if relevant); or
- (b) in Regulatory Requirements.

Changes to fees will respond proportionately to changes in our costs.

- 14.8 If we provide a new service or facility in connection with an account we may introduce a new charge for providing you with that service or facility.

Changes to other terms

- 14.9 We may upgrade your account or improve the services we provide to you if we reasonably consider this is to your advantage and there is no increased cost to you.

- 14.10 We may also change any of the other conditions for any of the following reasons:

- (a) where we reasonably consider that the change would make the terms easier to understand or fairer to you and the change would not be to your disadvantage; or
- (b) to make reasonable changes to the way we look after your accounts as a result of changes in the banking or financial system, technology, or the systems we use to run our banking business including introducing new services or facilities; or replacing an existing service with a new one or withdrawing a service; or
- (c) as a result of a Regulatory Requirement (or where we reasonably expect that there will be a change in a Regulatory Requirement).

Terms that apply to all changes

- 14.11 As long as you are able to close your account without charge (or we agree to waive any charge that would otherwise apply), we may change any of these conditions (including a Managed Rate, the amount by which a Tracker Rate differs from a Reference Interest Rate and our charges) for any reason not listed above.

Notification of changes

- 14.12 We will give you at least 2 months' personal notice of all changes, except the changes:

- (a) to interest rates which we can make without notice when there is a change in the Reference Interest Rate;
- (b) to Managed Rates that are favourable to you which we can make without notice;
- (c) to Managed Rates or charges applying to overdrafts, or to introduce a new charge applying to overdrafts, for which we will give you at least 30 days Personal Notice;
- (d) to Tracker Rates applying to overdrafts where we will tell you about the changes at least once a year; or
- (e) we are required to make sooner due to Regulatory Requirements.

14.13 When we tell you about a change we will tell you the date it comes into effect. As long as notice of a change is given to you at the most recent address we have for you, you will be treated as accepting the change on that date unless, before then, you tell us that you want to close your account with us and not accept the change. We will not make any charge, if you choose to do this.

14.14 We will make available details of any new interest rates/changes to Tracker Rates and Managed Rates in branches, via our telephone helplines and on our website, and may also make them available in the press, within 3 Business Days of the change.

Changes for specific Regulatory Requirements

14.15 If we find that any term is inconsistent with a Regulatory Requirement which is published after this document is printed, we will not rely on that term so far as it is inconsistent but will treat it as if it did reflect the relevant Regulatory Requirement. If we need to make operational changes before we can fully comply with the new Regulatory Requirement, we will make those changes as soon as reasonably practicable. We will update our terms and conditions to reflect the new Regulatory Requirement when they are next amended.

Additional benefits

14.16 If your account has additional benefits which have their own conditions we can change those benefits in accordance with those conditions and we may also stop the benefit by giving you 30 days' notice.

15. Closing/moving Branches

If we close or move your branch (which is the branch where your account is held) 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. If we significantly change the opening hours for your branch, we will give you at least 12 weeks prior notice.

16. Our right of set off

16.1 If you have failed to make a payment to us when it is due, on any account you hold with us (including a credit card, loan, mortgage or overdraft), we can take the amount due from your account(s) you may hold which are in credit and apply it to the debt. This is called the right of "set-off". We will only apply credit balances from accounts in your name (which are not held for the benefit of another person for example, if the account is a trust account) to debts held with us in either your name, jointly with another person or a business account where the account is in your name. We will not apply credit balances from joint accounts to debts held with us which are in accounts held in one person's name.

16.2 If we think we may exercise our right to set off we will remind you how we can use the right at least 14 days before we use it. If we have exercised our right to set-off we will promptly notify you of this. If you are in financial difficulty, you should contact us to discuss your options.

17. Closing an Account

17.1 You may close an account (or all accounts you have with us) at any time by writing to us. You must repay any Planned Borrowing or Unplanned Borrowing before we can close your account. Sometimes you will ask us to close an account before a payment you have made (including a cheque or card payment) has been taken out of your account. If this is the case we will not be able to close the account until the payment has been made. If someone tries to pay money into a closed account we will try to send the money back to them unless you have asked us to send the money to your new account by using the Current Account Switch Service. You should cancel regular payments made to and from the account you are closing although if you are using the Current Account Switch Service we will help you to transfer your regular payments to your new account.

17.2 We can close your accounts by giving you two months' notice. If you have more than one account with us we may close any of those accounts and sometimes all of the accounts. If an account had a benefit it will end when the account closes.

17.3 In some exceptional circumstances we may close your account (or accounts) immediately. We will only do this if we reasonably believe:

- (a) you have seriously or persistently broken these conditions or any of the other conditions which apply to that account;
- (b) you have acted fraudulently, illegally or allowed the account to be used for criminal activity;
- (c) you have or may soon become bankrupt;
- (d) you have given us false information;
- (e) you may cause us to break any law; or
- (f) you use threatening behaviour to any of our staff.

18. General

18.1 You must not use our accounts for holding money for anyone else unless you have agreed this with us. In addition you must not use any balance by way of security or other similar right unless we agree.

18.2 We will not be liable if we are unable to perform our obligations under these conditions due (directly or indirectly) to:

- (a) the failure of any machine, data processing system or transmission link provided that such failures or events are abnormal and unforeseeable circumstances, the consequences of which would have been unavoidable despite all efforts to the contrary; or
- (b) our compliance with a requirement of UK or European Community law.

- 18.3 We may at any time assign or otherwise transfer all or part of our rights under these conditions (which includes our right to payment of any sums due to us by you) and may disclose to anyone who wants to take over those rights such information as we hold about you so far as reasonably necessary to help with the actual or potential assignment. Your rights under these conditions (or any part of it) and your legal rights will not be affected. You may not assign or otherwise transfer your rights under these conditions unless agreed by us.
- 18.4 Our failure to insist on our strict rights under these conditions will not prevent us from enforcing these or any other rights.
- 18.5 There may be other external taxes or costs which exist that are not paid through us or imposed by us. For example, you may have a liability to higher rate tax dependent on your individual circumstances.
- 18.6 These conditions are governed by the law of the country in which your branch is situated and subject to the non-exclusive jurisdiction of the courts of that country.
- 18.7 These conditions are written and available only in English and we undertake to communicate to you in English when communicating with you regarding any accounts.

19 Cancellation right

You can cancel the agreement to open an account within 14 days of opening the account by using the contact details which were provided to you when you opened your account. Your right to cancel will lapse on the expiry of this period. 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 debit interest or any fees in relation to the account before you cancel, you will have to pay us within 30 days of the date you cancel all amount you owe us, together with any further debit interest which will continue to accrue in accordance with these conditions until full repayment is made. The debit interest rate and charges are set out in your Tariff.

20. The Lending Code

Clydesdale Bank PLC (including Yorkshire Bank which is a trading name of Clydesdale Bank PLC) complies with the requirements of the Lending Code, a voluntary code which sets standards for good lending practices. Further details can be found on the Lending Standards Board website www.lendingstandardsboard.org.uk

21. Resolving your complaint

We are committed to providing our customers with the best possible service. However, if you are not happy with any product or service you have received from us, we would like the chance to put it right. Our internal complaint handling procedures are in place to deal with your concerns when things go wrong. There is no charge for raising a complaint. You can contact your local branch or Relationship Manager in person, by writing or by phone. You can also get in touch with our central complaints team whose up to date details can be found on our website or in our complaints handling leaflet which is available on request in our branches.

If you are not satisfied with our response to your complaint, you can refer the matter to the Financial Ombudsman Service. You must contact them within six months from the date of our final response letter to you. Further details can be found on the Financial Ombudsman Service website: www.financial-ombudsman.org.uk.

If your complaint is in relation to products or services purchased online you can access the Online Dispute Resolution Platform (ODR platform). As this platform will ultimately re-direct your complaint to the Financial Ombudsman Service, you may prefer to contact us or the Financial Ombudsman Service directly in the first instance using the details noted above. Further details on the ODR service and access to the ODR platform can be found on their website www.ec.europa.eu/odr

22. Telephone calls and security

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.

23. Part Two – Additional Account Conditions

Personal Current Accounts

23.1 Signature Current Account

- (a) if you have an Offset Mortgage you may request Offsetting Arrangements;
- (b) if there is Planned Borrowing on your account:
 - (i) we will charge you the Monthly Planned Usage Fee; and
 - (ii) we will charge you interest on any Planned Borrowing;
- (c) if there is Unplanned Borrowing on your account we will charge you the Daily Unplanned Borrowing Fee. In addition, if we refuse any request for Unplanned Borrowing we will charge you the Returned Item Fee;
- (d) a monthly maintenance fee is payable;
- (e) the above fees and rate of interest are shown in your Tariff. The amount of fees and debit interest due will be notified to you at the end of each calendar month, giving you at least 14 days' notice before they are applied to your Account; and
- (f) should any Signature Current Account benefit not be available to you or should you choose not to apply for or take advantage of any benefit, you will not be entitled to a reduction in the monthly maintenance fee.

23.2 Current Account Plus

- (a) if you have an Offset Mortgage you may request Offsetting Arrangements;
- (b) if there is Planned Borrowing on your account:
 - (i) we will charge you the Monthly Planned Usage Fee; and
 - (ii) we will charge you interest on any Planned Borrowing;
- (c) if there is Unplanned Borrowing on your account we will charge you the Daily Unplanned Borrowing Fee.
In addition, if we refuse any request for Unplanned Borrowing we will charge you the Returned Item Fee; and
- (d) the above fees and rate of interest are shown in your Tariff. The amount of fees and debit interest due will be notified to you at the end of each calendar month, giving you at least 14 days' notice before they are applied to your Account.

23.3 Current Account Direct

- (a) Current Account Direct is only available to you if you:
 - (i) pay a minimum amount (as described in your Tariff) into your account each month. This amount excludes transfers from any other account you hold with us in your name alone or in joint names with someone else;
 - (ii) register, or are registered for our Telephone or Internet Banking Service;
- (b) you are eligible for a maximum of 2 Current Account Direct Accounts, of which only one may be a sole account;
- (c) the account is designed to be used with our Telephone or Internet Banking Service, or if you have access to it, our Mobile Banking service, unless you wish to carry out a transaction or request a service that is not available through those services, in which case you may carry out the transaction or request the service at any of our branches;
- (d) if there is Planned Borrowing on your account:
 - (i) we will charge you the Monthly Planned Usage Fee; and
 - (ii) we will charge you interest on any Planned Borrowing;
- (e) if there is Unplanned Borrowing on your account we will charge you the Daily Unplanned Borrowing Fee.
In addition, if we refuse any request for Unplanned Borrowing we will charge you the Returned Item Fee; and
- (f) the above fees and rate of interest are shown in your Tariff. The amount of fees and debit interest due will be notified to you at the end of each calendar month, giving you at least 14 days' notice before they are applied to your Account.

23.4 Current Account Control

- (a) if you have an Offset Mortgage you may request Offsetting Arrangements;
- (b) as this account is designed to allow you to control your Unplanned Borrowing, we will usually refuse any request for Unplanned Borrowing. There are some very limited exceptions to this. These exceptions include, but are not limited to, where:
 - (i) your card is used at a retailer where that retailer is not required to check, or does not check, whether you have enough money in your account before accepting payment or is allowed under the arrangements of the relevant payment scheme to charge a higher amount than originally authorised (for example where retailers are permitted to substitute alternative goods which may have a higher price or transactions for hotels or car hire services);
 - (ii) for foreign card payments fluctuations in the relevant foreign exchange rate between the date of the card transaction and date the transaction is charged to your account may result in a charge which is higher than the amount which was originally authorised;
 - (iii) previously authorised transactions are passed to us for clearing outside of our normal timescales;
 - (iv) we have to take the money out of your account when a cheque you paid in is returned unpaid; and
 - (v) you do not have enough money in your account to pay your monthly maintenance fee, debit interest on any borrowing or fees for any services;
- (c) if there is Planned Borrowing on your account:
 - (i) we will charge you the Monthly Planned Usage Fee; and
 - (ii) we will charge you interest on any Planned Borrowing
- (d) a monthly maintenance fee is payable;
- (e) the above fees and rate of interest are shown in your Tariff. The amount of fees and debit interest due will be notified to you at the end of each calendar month, giving you at least 14 days' notice before they are applied to your Account;
- (f) if we refuse any request for Unplanned Borrowing, we will not charge you the Returned Item Fee; and
- (g) if we agree to any request for Unplanned Borrowing, we will not charge you any unplanned borrowing fees.

23.5 Student Account

- (a) you agree that the majority of your funding including parental contribution, earnings or student grant/loan will be paid into your account;
- (b) we will charge you interest on any Planned Borrowing;
- (c) if we refuse any request for Unplanned Borrowing, we will charge you the Returned Item Fee;
- (d) the Returned Item Fee and rate of interest is shown in your Tariff. The amount of fees and debit interest due will be notified to you at the end of each calendar month, giving you at least 14 days' notice before they are applied to your Account; and
- (e) if we agree to any request for Unplanned Borrowing, we will not charge you any unplanned borrowing fee.

23.6 Readycash Account

- (a) we will not issue you with a cheque book;
- (b) we will usually refuse any request for Unplanned Borrowing. There are some very limited exceptions to this. These exceptions include, but are not limited to, where:
 - (i) your card is used at a retailer where that retailer is not required to check, or does not check, whether you have enough money in your account before accepting payment or is allowed under the arrangements of the relevant payment scheme to charge a higher amount than originally authorised (for example where retailers are permitted to substitute alternative goods which may have a higher price or transactions for hotels or car hire services);
 - (ii) for foreign card payments fluctuations in the relevant foreign exchange rate between the date of the card transaction and date the transaction is charged to your account may result in a charge which is higher than the amount which was originally authorised;
 - (iii) previously authorised transactions are passed to us for clearing outside of our normal timescales; and
 - (iv) we have to take the money out of your account when a cheque you paid in is returned unpaid;
 - (v) you do not have enough money in your account to pay fees for any services;
- (c) if we refuse any request for Unplanned Borrowing, we will not charge you the Returned Item Fee; and
- (d) if we agree to any request for Unplanned Borrowing, we will not charge you any unplanned borrowing fees.

23.7 Flexible Repay Account and Rapid Repay Account

- (a) if we refuse any request for Unplanned Borrowing, we will charge you the Returned Item Fee;
- (b) the Returned item Fee is shown in your Tariff and the amount of fees and debit interest due will be notified to you at the end of each calendar month, giving you at least 14 days' notice before they are applied to your Account; and
- (c) if we agree to any request for Unplanned Borrowing, we will not charge you any Unplanned Borrowing fees.

24. Private Current Accounts

24.1 Private Current Account and Current Account Tracker

- (a) if you have an Offset Mortgage you may request Offsetting Arrangements;
- (b) we will charge you interest on any Planned Borrowing;
- (c) if there is Unplanned Borrowing on your account we will charge you the Daily Unplanned Borrowing Fee. In addition, if we refuse any request for Unplanned Borrowing we will charge you the Returned Item Fee;
- (d) a monthly relationship fee is payable to maintain the account with us unless otherwise agreed in writing;
- (e) the above fees and are shown in your Tariff. The amount of fees and debit interest due will be notified to you at the end of each calendar month, giving you at least 14 days' notice before they are applied to your Account; and
- (f) if any Private Current Account or Current Account Tracker benefit is not available to you or should you choose not to apply for or take advantage of any benefit, you will not be entitled to a reduction in the monthly relationship fee.

24.2 Flexible Repay Private Account and Rapid Repay Private Account

- (a) if we refuse any request for Unplanned Borrowing we will charge you the Returned Item Fee;
- (b) a monthly relationship fee is payable to maintain the account with us unless otherwise agreed in writing;
- (c) the above fees are shown in your Tariff and the amount of fees and debit interest due will be notified to you at the end of each calendar month, giving you at least 14 days' notice before they are applied to your Account; and
- (d) if we agree to any request for Unplanned Borrowing, we will not charge you any Unplanned Borrowing fees; and
- (e) if any Flexible Repay Private or Rapid Repay Private Account Benefit is not available to you or should you choose not to take advantage of any benefit, you will not be entitled to a reduction in the monthly relationship fee.

25. Personal Savings Accounts

25.1 Instant Savings Account

- (a) the minimum deposit required to open and maintain this account is £1;
- (b) we will not agree to borrowing by overdraft or otherwise;
- (c) we will not issue you with cheque books and we will not allow standing orders or Direct Debits;
- (d) withdrawals from your account can be made at an ATM, or up to the balance in your account by presenting your card at your branch. Withdrawals may also be made from any branch, up to a maximum of £1,000 per day, by presenting your card together with proof of identity showing your signature, such as a full driving licence; and
- (e) interest on credit balances will be credited to your account on the last Business Day in March, June, September and December each year.

25.2 40 Day Notice Account

- (a) the minimum deposit required to open and maintain this account is £500;
- (b) we will not agree to borrowing by overdraft or otherwise;
- (c) we will not issue you with any cards;
- (d) we will not issue you with cheque books and we will not allow standing orders or Direct Debits;
- (e) withdrawals from your account must be made by transfer to anyone of your other suitable accounts with the Bank or any other UK bank account. Withdrawals cannot be made using our Telephone or Internet Banking Service;
- (f) you must give us 40 days' notice to make a withdrawal from your account;
- (g) withdrawals without 40 days' notice are not permitted under any circumstances except in the event of the death of an account holder (or one of them if a joint account);
- (h) in the event of the death of a sole account holder we will accept instructions from the account holder's properly authorised representatives. In such circumstances, the authorised personal representatives can make a withdrawal without notice, of the whole amount of the capital balance and any accrued interest in the account at that time. No charge will be applied if this happens. Once such a withdrawal has been made, the account will be closed;
- (i) for joint accounts, on the death of an account holder, the surviving account holder(s) can make a withdrawal without notice of the whole amount of the capital balance and any accrued interest in the account at that time. No charge will be applied if this happens. Once such a withdrawal has been made, the account will be closed;
- (j) interest on credit balances will be credited to your account on the last Business Day in March, June, September and December each year;
- (k) if and during any period when the balance of your account falls below £500, we may at our discretion either pay a rate of interest below the prevailing rate for the account or not pay any interest on the account; and
- (l) if you wish to close your account, you must provide us with 40 days' notice.

25.3 Savings Account Plus

- (a) you may only open this account with us if you already have a linked Account in the same name(s) with us at the same time as you open the Account. For the purposes of this Account, the linked Account must be a Current Account Plus account, Current Account Direct account or a Current Account Control account;
- (b) the following are conditions of us maintaining the account with you:
 - (i) the linked Account remains open and operational; and
 - (ii) the linked Account remains active with regular credits and debits being made to and from it and you use the linked Account for your usual day to day banking business;

If we consider that you are in breach of this condition we may close your account and we will give you at least 60 days' notice before doing so. As an alternative, and after giving you at least 60 days' notice, we may change your account to another suitable account;

- (c) if you have an Offset Mortgage and a linked Account you may request Offsetting Arrangements;
- (d) we will not agree to borrowing by overdraft or otherwise;
- (e) we will not issue you with any cards;
- (f) we will not issue you with cheque books; and we will not allow standing orders or Direct Debits;
- (g) deposits to the account must be made by transfer from the linked Account. You can do this using our Telephone or Internet Banking Service or over the counter in a branch. Cash or other deposits are not allowed directly into the account;
- (h) you may only withdraw funds from your account by transferring them to your linked Account using our Telephone or Internet Banking Service or over the counter in a branch. No other withdrawals are allowed from your account; and
- (i) interest on credit balances will be credited to your account on the last Business Day in March, June, September and December each year.

25.4 Signature Savings Account

- (a) you may only open this account with us if you already have a linked Account in the same name(s) with us at the same time as you open the Account and have entered into an agreement to use our Telephone or Internet Banking Service. For the purposes of this account, the linked Account must be a Signature Current Account;
- (b) the following are conditions of us maintaining the account with you:
 - (i) the linked Account remains open and operational; and
 - (ii) the linked Account remains active with regular credits and debits being made to and from it and you use the linked Account for your usual day to day banking business;

If we consider that you are in breach of this condition we may close your account and we will give you at least 60 days' notice before doing so. As an alternative, and after giving you at least 60 days' notice, we may change your account to another suitable account;

- (c) if you have an Offset Mortgage and a linked Account, you may request Offsetting Arrangements;
- (d) we will not agree to borrowing by overdraft or otherwise;
- (e) we will not issue you with any cards;

- (f) we will not issue you with cheque books and we will not allow standing orders or Direct Debits;
- (g) deposits to the account must be made by transfer from the linked Account using our Telephone or Internet Banking Service. Cash or other deposits are not allowed directly into the account;
- (h) you may only withdraw funds from your account by transferring them to your linked Account using our Telephone or Internet Banking Service. No other withdrawals are allowed from your account; and
- (i) interest on credit balances will be credited to your account on the last Business Day in March, June, September and December each year.

25.5 Savings Account Plus – Offset

- (a) the minimum deposit required to open and maintain this account is £1;
- (b) if you have an Offset Mortgage you may request Offsetting Arrangements;
- (c) we will not issue you with a cheque book;
- (d) we will not allow standing orders or Direct Debits;
- (e) we will not agree to borrowing by overdraft or otherwise;
- (f) withdrawals from your account can be made at an ATM, or up to the balance in your account by presenting your card at your branch. Withdrawals may also be made from any branch, up to a maximum of £1,000 per day by presenting your card together with proof of identity showing your signature, such as a full driving licence; and
- (g) interest on credit balances will be credited to your account on the last Business Day in March, June, September and December each year.

26. Private Savings Accounts

26.1 Private Savings Account

- (a) you may only open this account with us if you already have a linked Account in the same name(s) with us at the same time as you open the account; For the purposes of this account, the linked Account must be a Private Current Account or a Current Account Tracker;
- (b) the following are conditions of us maintaining the account with you:
 - (i) the linked Account remains open and operational; and
 - (ii) the linked Account remains active with regular credits and debits being made to and from it and you use the linked Account for your usual day to day banking business.

If we consider that you are in breach of this condition we may close your account and we will give you at least 60 days' notice before doing so. As an alternative, and after giving you at least 60 days' notice, we may change your account to another suitable account;

- (c) if you have an Offset Mortgage and a linked Account you may request Offsetting Arrangements;
- (d) there is no minimum deposit required to open and maintain this account;
- (e) we will not issue you with a cheque book;
- (f) we will not allow standing orders or Direct Debits;
- (g) we will not agree to borrowing by overdraft or otherwise;
- (h) withdrawals from your account can be made at an ATM, or up to the balance in your account by presenting your card at your branch. Withdrawals may also be made from any branch, up to a maximum of £1,000 per day by presenting your card together with proof of identity showing your signature, such as a full driving licence; and
- (i) interest on credit balances will be credited to your account on the last Business Day in March, June, September and December each year.

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

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